REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE:	**Monday, April 4, 2016**
TIME:	**6:00 p.m.**
PLACE:	**Town Hall Commission Chambers**
	409 Fennell Blvd., Lady Lake, Florida

ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING

AGENDA*

A. CALL TO ORDER: Mayor Ruth Kussard

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

C. PLEDGE OF ALLEGIANCE: Mayor Ruth Kussard

D. INVOCATION[1]: Reverend Jerry Montgomery, Immanuel Baptist Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G. PROCLAMATIONS:

1. Proclaiming the Week of April 10-16, 2016 as National Library Week (Mayor Kussard/Marsha Brinson) (Pg. 4)

2. Proclaiming the Month of April 2016 as Water Conservation Month (Mayor Kussard/C.T. Eagle) (Pg. 5)

3. Proclaiming the Month of April 2016 as Child Abuse Prevention Month (Mayor Kussard) (Pg. 6)

H. CONSENT[3]:

4. Minutes – March 21, 2016 – Regular Commission Meeting (Pg. 7)

5. Consideration to Host the Annual Driving Range Volunteers Lunch at the Parks and Recreation Building on April 19, 2016 (Mike Burske) (Pg. 18)

6. Consideration of the Second Extension to the Sewer & Water Utility Agreement for Village Veranda at Lady Lake, LLC, to Provide for an Additional Six Months to Obtain a Building Permit and Reserve the Utility Capacity Already Purchased for the Development (Thad Carroll) (Pg. 19)

7. Consideration of Mutual Agreements/Renewal for Sanitary Sewer Rehabilitation Services (C.T. Eagle) (Pg. 40)

I. OLD BUSINESS:

J. NEW BUSINESS:

8. Consideration of Approval for an Open House at the Lady Lake Public Library on April 15th to Celebrate National Library Week, April 10-16, 2016 (Marsha Brinson) (Pg. 76)

9. Consideration to Allow SECO Power to Install a New Light at the Lady Lake Driving Range for Added Security (Mike Burske) (Pg. 77)

K. TOWN ATTORNEY'S REPORT:

10. Resolution No. 2016-103 – First/Final Reading – A Resolution of the Town Commission of the Town of Lady Lake, Florida, Adopting the Lake County Multi-Jurisdictional Hazard Mitigation Plan (Thad Carroll) (Pg. 79)

11. Resolution No. 2016-105 – First/Final Reading – Safe Routes to School LAP Project #FPN 433200-1-58/68-01; Authorizing the Mayor to Make, Execute, and Deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for Project #FPN 433200-1-58/68-01 (Mike Burske) (Pg. 170)

12. Consideration to Accept and Sign the Local Agency Program Agreement from F.D.O.T. District 5 for Construction Engineering and Inspection (CEI) Services and the Construction of the Villages Elementary School Sidewalks at CR25 through the Safe Routes to School Grant Program (Mike Burske) (Pg. 171)

L. TOWN MANAGER'S REPORT:

13. Consideration of Three Reappointments to the Library Board (Kris Kollgaard) (Pg. 197)

14. Consideration of Two Appointments/Reappointments to the Economic Development Advisory Committee (Kris Kollgaard) (Pg. 205)

15. Consideration of Purchasing Informational Magnets from New World Graphics (Kris Kollgaard) (Pg. 213)

M. MAYOR/COMMISSIONER'S REPORT:

N. PUBLIC COMMENTS[4]

O. ADJOURN

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

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

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

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

NS/Word/Town Clerk/Agendas - Commission Meeting – 04-04-2016

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

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

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

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

G-1

Proclamation

WHEREAS, libraries are not just about what we have for people, but what we do for and with people; and

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and

WHEREAS, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies; and

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading; and

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with patrons' needs; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I, **Ruth Kussard, Mayor**, proclaim **National Library Week as April 10-16, 2016**, and encourage all residents to visit the library this week and engage with your librarian and explore what is new at your library. Because of you, Libraries Transform.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 4th day of April, 2016.

Ruth Kussard

Ruth Kussard, Mayor

Attest:

Kristen Kollgaard

Kristen Kollgaard, Town Clerk

G-2

Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, St. Johns River Water Management District, and the Town of Lady Lake are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Lady Lake and the State of Florida have designated April, typically a dry month when water demands are most acute, as **Water Conservation *Month***, to educate citizens about saving precious water resources; and

WHEREAS, the Town of Lady Lake is committed to setting a good example for its citizens regarding water conservation; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water;

NOW, THEREFORE, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, do hereby proclaim **April 2016**, as

Water Conservation Month

in the Town of Lady Lake and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 4th day of April, 2016.

Ruth Kussard

Ruth Kussard, Mayor
Town of Lady Lake, Florida

ATTEST:

Kristen Kollgaard

Kristen Kollgaard, Town Manager

G-3

Proclamation

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, do hereby proclaim the month of **April 2016** as

"Child Abuse Prevention Month"

and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 4th day of **April, 2016**.

Ruth Kussard

Ruth Kussard, Mayor
Town of Lady Lake

Attest: Kristen Kollgaard

Kristen Kollgaard, Town Clerk

H-4

MINUTES OF THE REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION LADY LAKE, FLORIDA

March 21, 2016

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

A. CALL TO ORDER: Mayor Ruth Kussard

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

C. PLEDGE OF ALLEGIANCE led by Joe Quinn

D. INVOCATION[i]: Dr. Dan Bauman – North Lake Presbyterian Church

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

ABSENT: Paul Hannan, Commissioner Ward 4

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Wendy Then, Town Planner; C. T. Eagle, Public Works Director; Chris McKinstry, Police Chief; Capt. Jason Brough; Jan Miller, Admin. Assistant to Police Chief; Pam Winegardner, Finance Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC COMMENTS[ii]

Mayor Kussard asked if there were any comments at this time.

Commissioner Dan Vincent took this opportunity to introduce his wife and three visiting grandchildren to those present.

There were no other comments.

G. PROCLAMATION:

1. Boys & Girls Club Week in Lady Lake (Mayor Kussard/Boys & Girls Club of Lady Lake)

Mayor Ruth Kussard proclaimed the week of March 21st - 25th, 2016 as Boys & Girls Club Week 2016, and asked that all citizens join in recognizing and commending the Boys & Girls Club organizations in the state for providing comprehensive, effective services to the young people. She presented the proclamation to Amanda Calkins of the Boys & Girls Club of Lady Lake.

H. PRESENTATION:

2. Check Presentations by the Orange Blossom Gardens Lions Club, the American Legion Post 347 and the American Legion Auxiliary for Lady Lake Community Safety Events in 2016 (Chris McKinstry)

Chief McKinstry reported that the Police Department hosted the Spring into Safety Fair at The Home Depot this past Saturday, March 12, 2016. He stated it would not have been possible to have such a successful event if not for the donations from several organizations. He thanked the Orange Blossom Gardens Lions Club for their donation of $1,500.00 and those members present were: Ralph Corso, John Buswell, Doris Turlo, and Paul Holland. Chief McKinstry thanked the American Legion Post 347 for their donation of $1,500.00 and Commander Terry Briggs who was present. He also thanked the American Legion Auxiliary Unit 347 for their donation of $2,000.00 and those members present were: Carol Pirone-Udell, Ann Huxtable, and Tricia Baer.

Chief McKinstry stated that these very generous donations have assisted the Lady Lake Police Department with their skill program, Safer Kids in Lady Lake Bicycle Safety Program. He stated these much appreciated funds helped purchase 36 bicycles and over 150 helmets that were given away during the Spring into Safety Fair. He thanked these organizations for partnering with the Town and emphasized the importance of bicycle safety to the children in the community. Chief McKinstry passed out booklets which included photos of activities of the Spring into Safety Fair to the organizations.

I. CONSENT[iii]:

Mayor Kussard asked if there were any questions or comments on the Consent items, and hearing none, asked for a motion.

3. Minutes – March 7, 2016 – Regular Commission Meeting

4. Consideration of the 2016 Concurrency Management Report (Wendy Then)

The background summary for this agenda item is on file in the Clerk's Office. It states that Concurrency is a finding that the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. No final development order shall be granted for a proposed development until there is a finding that all public facilities and services included in the Concurrency Chapter of the Land Development Regulations have sufficient capacity at or above their adopted level of service to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted level of service will be in place concurrent with the impacts of the development, as defined in the Land Development Regulations, Chapter 4, Section 2, (d) 4.

The Levels of Service (LOS) for the requisite concurrency items include sanitary sewer, solid waste, drainage, and potable water. In 2011, pursuant to legislative action via the enactment of HB 7207, state mandated concurrency for Transportation, Parks and Recreation, and Schools has been

removed, but remain optional for local governments. The Town of Lady Lake has elected to continue the implementation of concurrency for these facilities.

The attached report is presented under the requirements of Chapter 4, Section 2, (d) 4 and Chapter 4, Section 6 of the Land Development Regulations, stating that Town staff shall be responsible for annually reporting the status of all public facilities capacities covered under the Concurrency Management System to the Town Commission and the general public. This report is for the period March 1, 2015 through February 29, 2016.

Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission approved Consent Items #I-2 and #I-3 by a vote of 4 to 0.

J. OLD BUSINESS: No old business.

K. NEW BUSINESS: No new business.

L. TOWN ATTORNEY'S REPORT:

5. Ordinance No. 2016-08 – Second/Final Reading – Annexation – Daniel O'Neil LLC & Prank Dejsubha – Annexing Four Lots Consisting of Approximately .59 +/- Acres of Land which are Located within Orange Blossom Gardens Unit 1, within Lake County, Florida (Alternate Keys 1482496, 1482208, 1482551, and 1768039) (Thad Carroll)

Town Planner Wendy Then gave the background summary for this agenda item (on file in the Clerk's office). She stated that the applicant, Daniel O'Neil, on behalf of the Daniel O'Neil LLC and Prank Dejsubha, has filed applications to annex properties consisting of four lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivision Unit 1. The annexation application involves 0.59 +/- acres of property proposing a change from unincorporated Lake County into the Town of Lady Lake.

Ms. Then stated the four lots are spread out along two different roads and include the following addresses:

- 1016 Aloha Way- Lot 79
- 1005 Aloha Way- Lot 37
- 1305 Teakwood Lane- Lot 91
- 1311 Teakwood Lane- Lot 94

There is presently an existing manufactured home at each site, and staff recommends approval of Ordinance No. 2016-08.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of the property have been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department.

The annexation application was received on Monday, January 4, 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as required for annexation under statutory requirements. The application was found to meet the requirements of the Land

Development Regulations (LDRs), as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (45) within 150 feet of the properties proposed by annexation request were mailed Thursday, January 28, 2016, and the properties were posted Monday, February 1, 2016. She stated that no objections or letters of support have been received to date.

The Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-08, provided comments by January 14, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the February 8, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-08 by a vote of 4-0. The Town Commission voted 4-0 to approve the first reading of Ordinance No. 2016-08 at its meeting on March 7, 2016.

Ms. Then stated that this is the second and final reading of this ordinance and that the applicant is present if there are any questions.

Mayor Kussard asked if anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Richards and seconded by Commissioner Vincent, the Commission approved the second/final reading of Ordinance No. 2016-08 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

6. Ordinance No. 2016-09 – Second/Final Reading – Small Scale Future Land Use Comprehensive Plan Amendment – Daniel O'Neil LLC & Prank Dejsubha – Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for Four Lots Consisting of Approximately .59 +/- Acres of Land which are Located within Orange Blossom Gardens Unit 1, within Lake County, Florida (Alternate Keys 1482496, 1482208, 1482551, and 1768039) (Wendy Then)

Town Attorney Derek Schroth read the ordinance by title only.

Town Planner Wendy Then gave the background summary for this agenda item (on file in the Clerk's office). She stated that the applicant, Daniel O'Neil, on behalf of the Daniel O'Neil LLC and Prank Dejsubha, has filed applications to annex properties consisting of four lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivision Unit 1. Ms. Then stated that the small scale amendment application involves 0.59 +/- acres of property proposing a change from Lake County Medium Urban Density to Lady Lake-Manufactured Home High Density (MH-HD), and staff recommends approval of this ordinance.

Ms. Then stated the four lots are spread out along two different roads and include the following addresses:

- 1016 Aloha Way- Lot 79

- 1005 Aloha Way- Lot 37
- 1305 Teakwood Lane- Lot 91
- 1311 Teakwood Lane- Lot 94

Ms. Then reported that notices to inform the surrounding property owners (45) within 150' of the property of the proposed annexation were mailed on Thursday, January 28, 2016, and the properties were posted Monday, February 1, 2016. There have been no objections or letters of support received to date, although there were four inquiries of staff when the properties were being posted.

Ms. Then reported that the applicant provided a Concurrency Determination Statement: The applicant wants to remove the existing manufactured homes on the above mentioned lots and would like to construct similar size conventional site built homes. There will be no increase in services, traffic, population or recreation as shown below.

Ms. Then reviewed that there will be no impact on Town services as follows:

- Potable Water – No impact, lots are served by the Village Center Community Development District Central Water System.

- Sewer – No impact, lots are served by the Village Center Community Development District Central Sewer System.

- Schools – Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

- Transportation – No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

- Parks & Recreation – The annexation, small scale future land use amendment, and the rezoning applications will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, The Villages provides its residents with all Park and Recreation Amenities.

- Stormwater – Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs), and the application is ready for transmittal to the Town Commission. Additionally, the application was reviewed and determined to be in compliance with the directives of the adopted Comprehensive Plan in accordance with the sought designation. A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

The subject properties involve approximately 0.59 ± acres and lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
East	Lake County – Medium Urban Density
North	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
South	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

1) Annexation and Rezoning applications have been submitted concurrently with this Small Scale Future Land Use Amendment application.

2) The project will be required to adhere to St. John's River Water Management District guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The Small Scale Future Land Use Map Amendment application was received on Monday, January 4, 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as required. The application was found to meet the requirements of the Land Development Regulations (LDRs), as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

The Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-09, provided comments by January 14, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the February 8, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-09 by a vote of 4-0. She stated that the Local Planning Agency considered Ordinance No. 2016-09 earlier this afternoon and voted 4-0 in favor of approval. The Town Commission voted 4-0 to approve the first reading of Ordinance No. 2016-09 at its meeting on March 7, 2016.

Ms. Then stated this is the second application in a series of three (Annexation, Small Scale Future Land Use, and Rezoning). She stated the applicant is present if there are any questions.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Vincent and seconded by Commissioner Richards, the Commission approved the second/final reading of Ordinance No. 2016-09 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

7. Ordinance No. 2016-10 – Second/Final Reading – Rezoning – Daniel O'Neil LLC & Prank Dejsubha – Rezoning from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) for Four Lots Consisting of Approximately .59 +/-

Acres of Land which are Located within Orange Blossom Gardens Unit 1, within Lake County, Florida (Alternate Keys 1482496, 1482208, 1482551, and 1768039) (Wendy Then)

Town Attorney Derek Schroth read the ordinance by title only.

Town Planner Wendy Then gave the background summary for this agenda item (on file in the Clerk's office). She stated that the applicant, Daniel O'Neil, on behalf of the Daniel O'Neil LLC and Prank Dejsubha, has filed applications to annex properties consisting of four lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivision Unit 1. She stated that the rezoning application involves 0.59 +/- acres of property proposing a change from Lake County Residential Medium (RM) to Lady Lake- Mixed Residential Medium Density (MX-8), and staff recommends approval of this ordinance.

Ms. Then stated the four lots are spread out along two different roads and include the following addresses:

- 1016 Aloha Way- Lot 79
- 1005 Aloha Way- Lot 37
- 1305 Teakwood Lane- Lot 91
- 1311 Teakwood Lane- Lot 94

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of the property have been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department. The zoning designation of the subject properties and adjacent properties are as follows:

Zoning

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)

The Rezoning application was received on Monday, January 4, 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as required. The application was found to meet the requirements of the Land Development Regulations (LDRs), as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Ms. Then stated that the applications were received concurrently and that notices to inform the surrounding property owners (45) within 150 feet of the properties proposed by annexation request were mailed Thursday, January 28, 2016, and the properties were posted Monday, February 1, 2016. She stated there have been no objections or letters of support received to date.

The Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-10, provided comments by January 14, 2016, and determined the application to be

complete and ready for transmittal to the Planning and Zoning Board. At the February 8, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-10 by a vote of 4-0. The Town Commission voted 4-0 to approve the first reading of Ordinance No. 2016-10 at its meeting on March 7, 2016.

Ms. Then reported this is the final reading of this ordinance and once approved will be transmitted to the Department of Economic Development, and will be fully adopted once the report is received.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved the second/final reading of Ordinance No. 2016-10 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

8. Resolution No. 2016-102 – First/Final Reading – Abandonment of that Portion of the Right-of Way on Banana Street Lying East of U.S. Highway 27/441, as Recorded in PB 8, Pg. 9, Public Records of Lake County, FL (Wendy Then)

Town Attorney Derek Schroth read the resolution by title only.

Town Planner Wendy Then reported that Helen Cottom has submitted an application for the abandonment of that portion of the right-of way on Banana Street lying east of U.S. Highway 27/441, as shown on the plat of the Town of Lady Lake, as per the plat thereof recorded in Plat Book 8, Page 9, in the Public Records of Lake County, Florida. She passed out Exhibit B which will be adhered to the resolution for recording.

The Town of Lady Lake Public Works Department has reviewed the request to vacate and does not oppose the application, provided that easements are secured for onsite utility. In addition, private utilities have reviewed the application and expressed that they do not oppose the vacation of the described portion of Banana Street, provided that an easement is secured for Duke Energy's existing utility.

The Official Plat of the Town of Lady Lake, Florida was filed and recorded on February 1, 1926 in Official Record Book 8, Page 9. On that plat, Banana Street was shown as right-of-way on both the east and west side of State Road No.2 (presently U.S. Highway 27/441). On February 19, 1926, the Huesto Subdivision was recorded in Official Records Book 8, Page 54 of Lake County Florida; this subdivision encompassed a portion of the plat of Town of Lady Lake as recorded in ORB. 8, PG. 9, and also depicted that portion of Banana Street lying east of State Road No. 2.

Ms. Then reported that this right-of-way was not properly vacated in the past. On March 30, 1978, the Town of Lady Lake recorded a resolution to vacate Banana Street east of State Road No.2 as shown on the Plat of Huesto Subdivision, as per the plat recorded in Plat Book 8, Page 9. However, the right-of-way of Banana Street as drawn on the Huesto Subdivision differed from the right-of-way as drawn on the plat of the Town of Lady Lake in Plat Book 8, Page 9. Ms. Then stated that Ms. Cottom would like to sell the property; however, the right-of-way issue needs to be resolved (vacated) prior to sale.

Ms. Then stated that staff contacted the utility providers in the area and found that Duke Energy has power lines and Lady Lake Public Works has water lines in this right-of-way, and thus, the applicant has been requested to provide an executed easement with Duke Energy and the Town of Lady Lake. To move the application forward, staff has put together Exhibit B to the resolution which is an acknowledgement of the reserved right to rescind this right-of-way as long as the applicant provides executed easements within 30 days of the recording of this resolution; as there is an understanding that there is more land to be sold and the applicant would like to move forward, have the transfers in hand and then provide those easements to the Town and Duke Energy. Ms. Then stated that Duke Energy has already provided documented language for the easement.

Ms. Then stated that this portion of Banana Street exists only as a platted "paper street" at the present time; in addition, Banana Street is not improved beyond U.S. Highway 27/441 to the east. It is not anticipated that this segment of right-of-way will be needed by the Town to alleviate traffic concerns in the future, and there is a present encroachment into the right-of-way via a building which has been erected on the property. No negative effects are projected if the applicant's request to vacate the right-of-way is granted.

The Future Land Use and Zoning designations of the adjacent properties are as follows:

Future Land Use

Subject Property	ROW
Future Land Use of Adjacent Properties	
West	Commercial General – Retail Sales and Services (RET)
East	Commercial General – Retail Sales and Services (RET)
North	Commercial General – Retail Sales and Services (RET)
South	Commercial General – Retail Sales and Services (RET)

Zoning

Subject Property	ROW
Zoning of Adjacent Properties	
West	Heavy Commercial (HC)
East	Heavy Commercial (HC)
North	Heavy Commercial (HC)
South	Heavy Commercial (HC)

Notices to surrounding property owners within 150' of the property were mailed on Thursday, March 3, 2016 and the property was posted on Monday, March 7, 2016. To date, staff has received no opposition to the right-of-way vacation. Members of the Technical Review Committee (TRC) have reviewed the application and found the application complete and ready for transmittal to the Town Commission.

Ms. Then stated the applicant is present if there are any questions.

Commissioner Richards commented that his questions concerning utility easements have already been answered by staff.

Upon a motion by Commissioner Holden and seconded by Commissioner Vincent, the Commission approved the first/final reading of Resolution No. 2016-102 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

M. TOWN MANAGER'S REPORT:

9. Discussion of Allowing Parking on Property Owned by the Town Located on Old Dixie Highway (Kris Kollgaard)

Town Manager Kris Kollgaard reported that she wanted to verify with the Commission that they had no concerns regarding the fact that some of the businesses surrounding the Town's property on Old Dixie Highway have been parking on the property. She stated it has not been causing any problems.

Commissioner Richards stated that the property seems to be holding up fine and the drainage was taken care of when the retention pond was designed in 1997 and is keeping water off the property.

Ms. Kollgaard stated that she has spoken with some of the businesses in the area and told them that the Town currently has no plans for the property, but this could change in the future. She stated that some of the patrons of the businesses in that area had been parking along the vertical parking around the Chamber of Commerce and the Historical Society, and staff would like to put up signs that say "Chamber and Historical Society Museum Parking Only" in this area.

Mayor Kussard stated that parking on the Town's property will be available for any of the businesses in the area to use.

Commissioner Richards confirmed with the Police Chief that the Town currently does not have an ordinance regarding parking and has no police powers to enforce parking. He stated the signs could still be erected.

Ms. Kollgaard stated that she and the Chief have discussed some parking concerns that will be brought before the Commission in the future.

Ms. Kollgaard passed out revised door hangers regarding the Town's requirements for tree trimming and the Tree Protection Ordinance for the Commissioner's review. She stated she has spoken with Janet Tutt of The Villages, and they will assist with distributing the door hangers.

The Commissioners agreed that the revised door hangers look good.

N. MAYOR/COMMISSIONER'S REPORT:

Commissioner Richards stated that staff is doing a great job, and the other Commissioners agreed.

O. PUBLIC COMMENTS[iv]

Mayor Kussard asked if anyone in the audience would like to speak on any item.

- Joe Quinn of 633 Rainbow Blvd. asked about the Town allowing public parking on its property on Old Dixie Highway and whether the Knights of Columbus members could park there if they were taking a day bus trip, etc.

Ms. Kollgaard replied that this property is owned by the Town and the business owners and their customers in the area have been allowed to park there as the Town currently has no other plans for the property. She stated the restrictions were regarding parking by the Chamber of Commerce.

- Mr. Quinn stated he lives in the old side of The Villages and he asked who decides who is allowed to come through which gates, both manned and unmanned, as he has noticed a lot of traffic coming through.

Commissioner Richards replied that all the roads in Lady Lake are public roads and are open to anyone who wants to use them.

Ms. Kollgaard commented for the record that The Villages issues the gate cards.

P. ADJOURN: The meeting was adjourned at 6:27 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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

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

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

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

DRAFT

H-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration to Host the Annual Driving Range Volunteers Lunch at the Parks and Recreation Building on April 19, 2016

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Host the Annual Driving Range Volunteers Lunch at the Parks and Recreation Building on April 19, 2016

SUMMARY: On an annual basis, the Lady Lake Driving Range has held a luncheon for the volunteers of the facility. Over the last couple of years, the Driving Range has utilized the Parks and Recreation Building for the ability to still hold the event without fear of weather being a factor. We utilize tables and chairs from Public Works and Parks and Recreation. The Driving Range supplies all of the food and drinks, and invites the range volunteers and many from the Town who assist them at the range. The event is scheduled for April 19, 2016. Please keep in mind that they will use a grill in the fenced area of the building compound. The Driving Range begins preparing food in the morning and starts serving around 11:00 a.m.

FISCAL IMPACT: N/A

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other **[ ] Support Documents**

DEPARTMENT HEAD TMDJ	**Submitted** 03/24/16	**Date** 04/04/16
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4/4/16	**Date** 3/28/16

COMMISSION ACTION:

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

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

H-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: **Consideration of the Second Extension to the Sewer & Water Utility Agreement for Village Veranda at Lady Lake, LLC, to provide for an additional six (6) months to obtain a Building Permit and reserve the utility capacity already purchased for the development.**

DEPARTMENT: **Growth Management**

STAFF RECOMMENDED MOTION:

Staff Recommends approval of the Second Extension to the Sewer & Water Utility Agreement for the "Village Veranda at Lady Lake, LLC".

SUMMARY

On April 6, 2015, the Town Commission approved the Sewer & Water Utility Agreement between the Town of Lady Lake and Village Veranda at Lady Lake, LLC ("Developer"), in the amount of $79,407.00, for the provision of seventeen (17) water equivalent residential units (ERUs) and seventeen (17) sewer ERUs, for the development of a 90 Bed Independent Living Facility, a 40 Bed Memory Care Facility, and 22,000 square feet of commercial support uses to be developed in three phases.

Subject to the terms and conditions of the Sewer & Water Utility Agreement between the developer and the Town of Lady Lake executed on April 6, 2015, in Section 2 the language states, "Should Developer not obtain a building permit to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited and all money paid to reserve capacity shall also be forfeited. Should Developer fail to obtain a building permit within 180 days of the date this Utility Agreement is approved by Commission, Developer agrees to release any and all claims against the Town for a return of any of the money paid to reserve capacity."

On October 19, 2015, the Town Commission granted an extension of six (6) months in response to a request to allow more time to finalize the construction plans and secure building permits for construction; that extension expires on April 3, 2016. In accordance with Chapter 7 Section 10 b) 3)., the Town Commission may grant one or more extensions not to exceed two years.

At this time Village Veranda at Lady Lake, LLC is requesting the second extension of the agreement for an additional six (6) months to allow more time to finalize the construction plans and secure building permits for construction of the facility. Greg Beliveau, of LPG Urban & Regional Planners, Incorporated has provided a letter dated March 24, 2016, requesting the extension. The extension would be valid through October 3, 2016.

The site plan for the project was approved by the Town Commission on March 2, 2015, and all ERUs have been purchased for the project in the amount of $79,407.00. The Town of Lady Lake has not increased the charges per ERU for sewer, water, or reuse since the execution of the original agreement. Failure to approve the extension will result in a forfeiture of the reserved capacity as well as all fees paid. Staff recommends approval of the amendment as presented.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[X] Other – Extension of Sewer & Water Agreement

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

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DEPARTMENT HEAD	**Submitted**	**Date** 3/28/16
FINANCE DEPARTMENT 3-28-16	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:**	**Date** 4.4.16 3.28.16

BOARD ACTION: **[ ] Approved as Recommended** **[ ] Disapproved**

[ ] Tabled Indefinitely **[ ] Continued to Date Certain**

[ ] Approved with Modification

LPG Urban &
Regional Planners, Inc.

March 24, 2016

Mr. Thad Carroll, AICP
Growth Management Director
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

Re: ***Village Veranda at Lady Lake, LLC (#1584/1)***
Water & Sewer Agreement – Extension Request

Dear Mr. Carroll:

On behalf of our clients, Village Veranda at Lady Lake, LLC we would like to respectfully request an extension of the Water & Sewer Agreement. The owner is in the process of securing all permits and anticipates obtaining a building permit within the next six (6) months. Should you have any questions, please contact our office.

Sincerely,

Greg A. Beliveau, AICP

cc: Donovan Anderson
Ted Wicks, P.E.
File

1162 Camp Ave., Mount Dora, FL 32757. Phone (352) 385-1940 Fax (352) 383-4824

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159
(352) 751-1500 FAX (352) 751-1510 www.ladylake.org

October 20, 2015

Village Veranda at Lady Lake, LLC
C/o Donovan Anderson
2605 W. Atlantic Ave., #101-B
Delray Beach, FL 33445

RE: Extension of the Sewer & Water Utility Agreement for the "Village Veranda at Lady Lake, LLC"

Dear Mr. Anderson,

This letter serves to confirm that the project referenced as the Village Veranda at Lady Lake, LLC has been granted an extension of an additional six (6) months to secure a building permit beyond the original expiration date of October 6, 2015, as per the terms of the Sewer & Water Utility Agreement executed with the Town of Lady Lake on April 6, 2015. On Monday, October 19, 2015, the Town Commission of the Town of Lady Lake voted unanimously to extend the agreement to allow more time to finalize the construction plans and secure building permits for construction of the facility.

All terms of the original agreement are binding and remain in effect other than the extension as noted above. Full payment in the amount of $79, 407.00 has been received for the purchase of the water and sewer capacity in the amount of 17 Equivalent Residential Units (ERUs) per utility, and will be vested for the project at which time the developer, Village Veranda at Lady Lake, LLC, obtains a building permit to initiate construction. In the event the developer does not secure a building permit before April 3, 2016, the reserved capacity and all money paid to reserve capacity shall be forfeited.

Please do not hesitate to contact Thad Carroll, Growth Management Director, at (352)751-1521 or at tcarroll@ladylake.org should you have any questions.

Sincerely,

Kristen Kollgaard
Town Manager

LPG Urban & Regional Planners, Inc.

October 6, 2015

Mr. Thad Carroll, AICP
Growth Management Director
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

Re: ***Village Veranda at Lady Lake, LLC (#1584/1)***
Water & Sewer Agreement – Extension Request

Dear Mr. Carroll:

On behalf of our clients, Village Veranda at Lady Lake, LLC we would like to respectfully request an extension of the Water & Sewer Agreement. The owner is in the process of securing all permits and anticipates obtaining a building permit within the next six (6) months. The delay is requested due to a change in architectural firms, ownership structure, and financing. Should you have any questions, please contact our office.

Sincerely,

Greg A. Beliveau, AICP

cc: Donovan Anderson
Ted Wicks, P.E.
File

1162 Camp Ave., Mount Dora, FL 32757. Phone (352) 385-1940 Fax (352) 383-4824

INSTRUMENT#: 2015039557 OR BK 4611 PG 1588 PAGES: 16 4/14/2015 2:46:07 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $137.50

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

SEWER & WATER UTILITY AGREEMENT
LADY LAKE, FLORIDA

THIS UTILITY AGREEMENT made this 16TH day of APRIL, 2015 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and Village Veranda at Lady Lake LLC, a Florida Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 8.22 +/- acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereinafter be developed and improved as an assisted living campus consisting of a 90 bed Independent living facility (ILF), a 40 bed memory care facility, and 22,000 square feet of commercial support uses to be developed in three (3) phases, requiring central water and central sewer, (hereinafter referred to as the "Development"). This agreement only covers phase one (1) consisting of 60 Assisted Living Facility units and 30 Memory Care units; and

WHEREAS, Utility is the owner and operator of water production and distribution facilities ("water facilities") and sanitary sewer collection and treatment facilities ("sewer facilities"); and

WHEREAS, Developer has requested connection to said Water and Sewer Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

WHEREAS, the Developer has agreed to construct certain water distribution and sanitary sewer collection facilities at its expense that will benefit Development; and,

WHEREAS, Utility has agreed to make its water service and sanitary sewer service available to the Development by means of connection to and use of the Water and Sewer Facilities on the terms and conditions hereinafter set forth. And that the developer will connect to reuse facilities when Utility makes it available.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and in consideration of the work to be done by the Developer and the sums to be paid by Developer for the work related thereto and as described hereafter, Developer and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water and Sewer Facilities. Developer further agrees that this agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water and sewer services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water and Sewer Facilities, and through the on-site facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water and sewer service for any reason. Utility agrees that it will have sufficient capacity in the amount of 4,250 gallons per day ("gpd") in its Water Facilities, and in the amount of 4,250 gpd in its Sewer Facilities to serve the Development for a maximum peak flow of seventeen (17) ERUs. Utility agrees that the water and sewer services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the

construction of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water and sewer services to the Development after Developer shall make a written request for such service to Utility, but not before the On-Site Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities and Sewer Facilities at any given time without due notice to the Developer to determine if water and sewer ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

2. **PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER, WATER, AND IMPACT FEES**. Developer shall be responsible for payment of the Utility's sanitary sewer, water and reuse impact fees for the sanitary sewer, water and reuse volumes reserved under this agreement. Utility's sanitary sewer impact fee is three thousand one hundred seventy-two dollars and no cents ($3,172.00) per equivalent residential unit. Utility's water impact fee is one thousand four hundred ninety-nine dollars and no cents ($1,499.00) per equivalent residential unit. Commercial units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fee shall be made in accordance with section 11(h) of this agreement in the lump sum amount of Fifty-Three Thousand Nine Hundred Twenty-four dollars and no cents ($53,924.00) for sanitary sewer capacity; Twenty-five Thousand Four Hundred Eighty-three dollars and no cents ($25,483.00) for water capacity, for a total amount of Seventy-nine Thousand Four Hundred Seven dollars and no cents ($79,407.00) calculated as follows:

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Sanitary Sewer Capacity Reservation

4,250 gpd /250 gpd/eru $3,172/eru =

17 erus x 3,172 = $53,924.00

Water Capacity Reservation

4,250 gpd/250 gpd/eru $1,499/eru =

17 erus x 1,499 = $25,483.00

TOTAL = $79,407.00

The site is not currently serviced by Reuse/Reclaimed water; therefore, the applicant will provide irrigation via a 4" Irrigation well to be constructed on-site.

Should Developer not obtain a building permit to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited and all money paid to reserve capacity shall also be forfeited. Should Developer fail to obtain a building permit within 180 days of the date this Utility Agreement is approved by Commission, Developer agrees to release any and all claims against the Town for a return of any of the money paid to reserve capacity. Developer understands that capacity may not be available to the Developer should no building permits be obtained within 180 days after this Utility Agreement is approved.

3. **CONSTRUCTION OF IMPROVEMENTS.** In order to provide water, sewer and reuse services to the Development, certain On-Site Improvements will need to be constructed.

(a) **ON SITE IMPROVEMENTS** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary On-Site Improvements, as agreed to by Utility and Developer, to allow the Development to be connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development. The engineer's

estimate of the On-Site Improvements is set forth in Exhibit "D" attached hereto, incorporated herein, and hereinafter referred to as On-Site Improvement Costs.

Developer agrees that the construction and installation of such On-Site Improvements shall be subject to the following:

The On-Site Improvements shall be constructed and installed by Developer only after the approval of the Plans and Specifications therefore by Utility. The Plans and Specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

Upon approval of the Plans and Specifications by Utility, as provided herein, the On-Site Improvements shall be constructed strictly in accordance with such Plans and Specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof. Should the Utility not inspect said construction within two (2) days from the date the inspection is requested, Developer shall have the right to continue with the construction of the On-Site Improvements.

4. **RATES AND CHARGES.** The rates to be charged by Utility for water and sewer service to the Development hereafter built on the Property or any Future Development(s) shall be those rates and charges made by Utility to its customers which are from time to time approved by the Town Commission of the Town of Lady Lake or by any other governmental regulatory body having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed: provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the

Development and Future Development (s) shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its Utility system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

5. **WATER METERS AND REUSE WATER METERS.** It is hereby agreed by the parties hereto that a water meter and reuse meter, and or water meters or reuse meters shall be installed by Developer as Utility shall deem to be necessary to serve the Development and Future Development(s). Utility shall have the right to designate the number, type, quality and size of said meter or meters. All water and reuse meters so installed shall become the property of Utility.

6. **ALIENABILITY RESTRICTION.** Unless express written consent of the Town of Lady Lake is obtained, the Property and the rights and obligations of this Agreement which burden the Property shall not be transferred prior to Developer's connection to the Town Utilities. For the purposes of this paragraph and provision (Alienability Restriction), "transferred" means the conveyance of the Property to another person or entity or the conveyance of the controlling interest (more than 50%) in Developer (if a corporation or limited liability company). After Developer's connection to the Town Utilities, this provision (Alienability Restriction) terminates and has no effect. To eliminate this Alienability Restriction after connection, Developer shall submit to the Town of Lady Lake an affidavit for the Town Manager's signature attesting that the Developer has indeed connected to the Town Utilities. Provided the form affidavit is agreeable to the Town of Lady Lake, the executed affidavit shall be returned to the Developer for Developer to record at Developer's expense.

7. **PLATS.** Any plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated rights-of-way and utility easements as may

be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.

8. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

9. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:	Town of Lady Lake Utility Department 409 Fennell Boulevard Lady Lake, FL 32159
With a copy to:	Derek A. Schroth, Esq. Bowen & Schroth, P.A. 600 Jennings Ave. Eustis, FL 32726
Developer/: Owner	Village Veranda at Lady Lake LLC. C/O Donovan Anderson. 55 SE 2nd Avenue Suite 301 Delray Beach, FL 33444

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

10. **TERM.** The term of this Agreement shall be for a period of 10 (ten) years from the date hereof, and from year to year thereafter.

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

11. OTHER ESSENTIAL TERMS.

a. Time is hereby made of essence of this Agreement in all respects.

b. This Agreement constitutes the entire Agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

c. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land.

d. Developer shall name Utility as co-insured on any insurance policy concerning coverage for the property while construction of the on-site improvements is taking place.

e. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. Developer shall indemnify protect and hold harmless the Utility from any and all claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in anyway whatsoever arising on account of any action, claim or demand due to the incident and matters associated with the construction of the on-site improvements, including but not limited to

i) All claims for enforcement of liens; subrogation; and/or contribution to include but not to be limited to any and all mechanic's and contractor's liens associated with the construction of the on-site improvements;

ii) Any and all bills from any source associated with the construction of the on-site improvements;

iii) Any and all claims under any federal, state or local act or ordinance associated with the construction of the on-site improvements;

iv) Any and all claims for reimbursement; subrogation; and/or contribution associated with the construction of the on-site improvements;

v) Any and all claims for reimbursement, and/or subrogation of liens asserted by any insurance company or any party, that provides insurance coverage or benefits of any nature associated with the construction of the on-site improvements;

vi) Any and all claims, liens, reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation associated with the construction of the on-site improvements;

vii) All actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted against one another on account of and/or allegedly associated with the construction of the on-site improvements ;

f. This Agreement shall be effective upon proper execution by both parties hereto.

g. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

h. Developer shall pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement. Should Developer fail to pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement, the Town, in its sole discretion may rescind and void this agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

[signatures on following page]

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

Attest:

Kristen Koilgaard, Town Clerk

TOWN OF LADY LAKE

Ruth Kussard, Town Mayor

Approved as to form:

Town Attorney
Derek A. Schroth, Esquire

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

Witnesses:

Village Veranda at Lady Lake, LLC.

Print Name: Jaclyn Ryan

By: D. Anderson

Print Name: KELLY HUTCHMAN

Name: Donovan Anderson
Title: President of Village Veranda

STATE OF FLORIDA
COUNTY OF LAKE

This is to certify that on this 1 day of April, 2015, Before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Donovan Anderson on behalf of the company, S/he is personally known to me or has produced FLDL as identification and did or did not take an Oath.

Signature of Acknowledger

SEAL

CRAIG KNAUF
Notary Public, State of Florida
Commission# FF 186537
My comm. expires Dec. 30, 2018

Craig Knauf
Name of Acknowledger Typed

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

EXHIBIT "A"

Legal Description and Map

DESCRIPTION FOR TRACT "A":

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 27 & 441 (STATE ROAD 500) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, THENCE RUN N.89°46'08"W. ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 741.54 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 27 & 441 (STATE ROAD 500); THENCE RUN S.23°16'50"E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 637.86 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°48'40"E. 819.07 FEET TO THE EAST BOUNDARY LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN S.00°08'30"W. ALONG SAID EAST LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 504.50 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN O.R. BOOK 4120. PAGE 134, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°48'40"W. ALONG THE NORTH BOUNDARY OF SAID PARCEL, 600.45 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY; THENCE RUN N.23°16'50"W., ALONG SAID EASTERLY RIGHT OF WAY, 550.00 FEET TO THE POINT OF BEGINNING, CONTAINING 358,074 SQUARE FEET OR 8.22 ACRES MORE OR LESS.

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

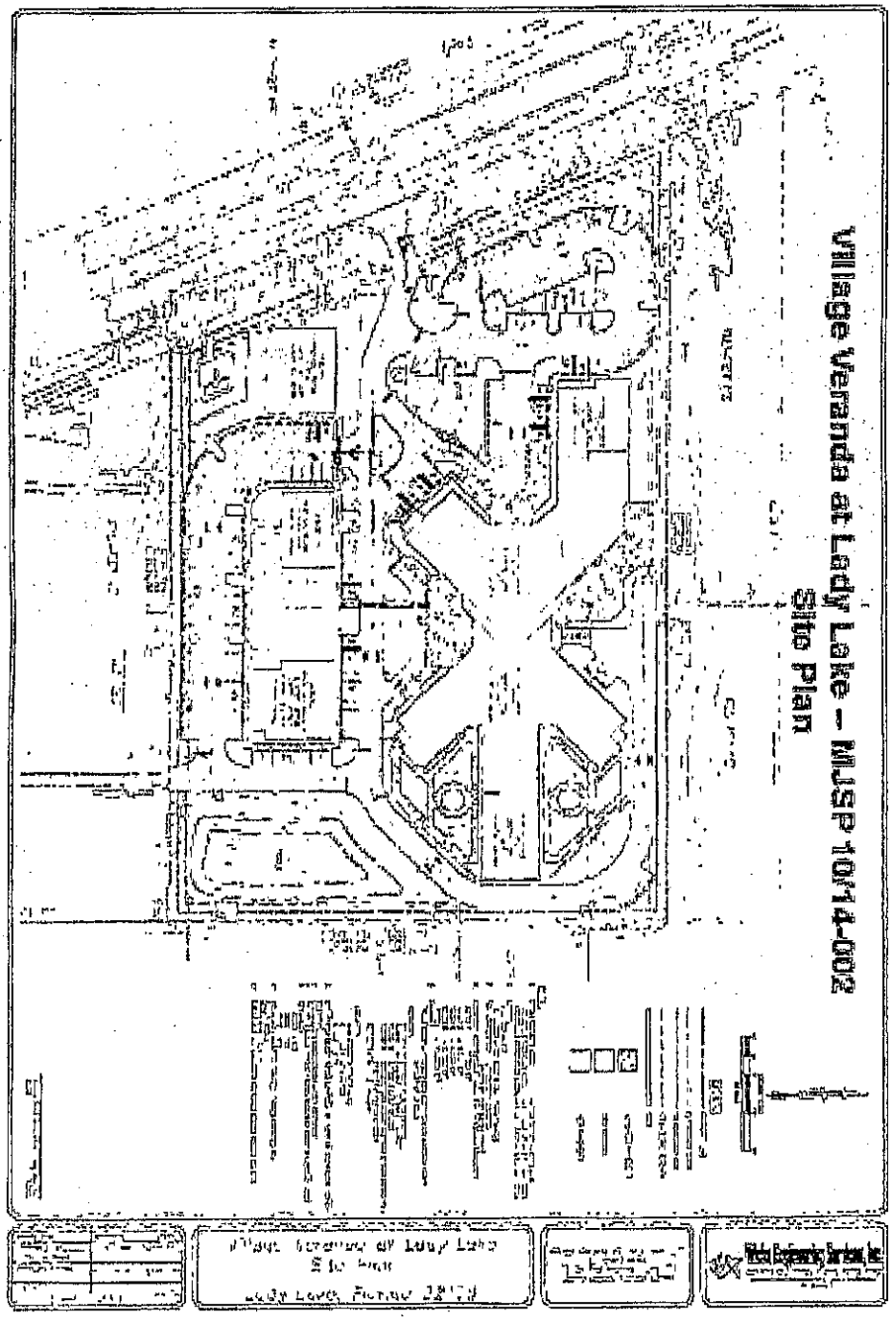
EXHIBIT "B"

OFF-SITE IMPROVEMENT COSTS

NONE TO BE CONVEYED

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

EXHIBIT "C"
PROJECT SITE PLAN



On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

EXHIBIT "D"

ENGINEER'S ESTIMATED CONSTRUCTION COSTS

Village Veranda – Civil Improvements

Engineer's Cost Estimate

Item No.	Item / Description	Unit	Quantity	Unit Price	Total
1.	Asphalt	SY	10,300	$15.00	$154,500.
2.	Base	SY	11,330	10.00	113,300.
3.	Stabilized Subgrade	SY	12,500	4.00	50,000.
4.	6' Sidewalk	LF	1255'	13.20	16,566.
5.	5' Sidewalk	LF	915'	11.00	10,065.
6.	Concrete Slab	SY	1550	25.00	38,750.
7.	Type "D" Curb	LF	700	10.00	7,000.
					390,181.00
8.	8" Water	LF	1900	30.00	57,000.
9.	6" Water	LF	100	25.00	2,500.
10.	8" Gate Valves	EA	8	1,200.00	9,600.
11.	6" Gate Valves	EA	3	1,000.00	3,000.
12.	12" x 8" Tap	EA	1	5,500.00	5,500.
13.	Fire Hydrant	EA	5	2,750.00	13,750.
14.	Detecto Check Valve	EA	1	8,000.00	8,000.
15.	Double C.V. @ Fire Connection	EA	3	6,000.00	18,000.
16.	Fence	LF	180	15.00	2,700.
17.	Gate	EA	1	2,000.00	2,000.
					122,050.00
				SUB TOTAL	$512,231.00

SUMMARY

Water $122,050

Sewer $33,950

RH / Dept / 2014 MasterCost Est Form

On site with no recapture- Village Veranda at Lady Lake MJSP 10/14-002

Village Veranda – Civil Improvements

Engineer's Cost Estimate (cont.)

Item No.	Item / Description	Unit	Quantity	Unit Price	Total
1.	12" PVC Storm	LF	52	15.00	780.
2.	15" PVC Storm	LF	52	18.00	936.00.
3.	18" RCP	LF	775	25.00	19,375.00.
4.	24" RCP	LF	635	30.00	19,050.
5.	Inlet 0 – 6'	EA	6	6,250.00	37,500.
6.	Inlet 6 – 10'	EA	2	7,500.00	15,000.
7.	Inlet 10 – 14'	EA	6	14,000.00	84,000.
					176,8461.00
8.	8" Gravity Sewer	LF	570	20.00	11,400.
9.	6" Sewer Laterals	LF	170	15.00	2,550.
10.	Manhole 0 – 6'	EA	4	5,000.00	20,000.
					33,950.00
11.	Earthwork	CY	3,000	10.00	30,000.
12.	Sod	SY	10,000	4.00	40,000.;
13.	Seed	SY	12,000	1.50	18,000.
14.	Signs	EA	25	300.00	7,500.
15.	Clearing & Grubbing	AC	8	2,000.00	16,000.
16.	Silt Fence	LF	1,700	2.00	3,400.
					114,900.00
				Sub Total	$325,491.
				TOTAL	$837,722.00

Prepared By:
Wicks Engineering Services, Inc.

TOWN COMMISSION AGENDA ITEM

H-7

REQUESTED COMMISSION MEETING DATE: April 4th, 2016

SUBJECT: Consideration of Mutual Agreements for Sanitary Sewer Rehabilitation Services

DEPARTMENT: Public Works- Utilities- Sewer

STAFF RECOMMENDED MOTION: Approve the Mutual Agreements for Sanitary Sewer Rehabilitation Services with the Hinterland Group, Inc.

SUMMARY: The Town identified a number of projects within the 2014 Wastewater & Reuse Master Plan. One of the priority projects was the implementation of a sanitary sewer rehabilitation program to rehabilitate a small number of concrete structures each year until completed. The mutual agreements proposed "piggybacks" the Palm Beach County contract that has been extended until January 2017 and the City of West Palm Beach Contract which is effective until November 2017. The combination of the two contracts cover the extent of work required for this year's project. An estimated amount of $98,267 was budgeted for FY 2015-16. The proposals total amounts are $113,570.43 with $145,030.95 available budget funds in that line item to cover any additional costs that may arise during the project.

FISCAL IMPACT: $113,570.43 *estimated*

[ ] **Capital Budget**
[X] **Operating**-401-3503-535-46-20
[ ] **Other**

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

[X] **Other** – Mutual Agreements, Proposals, and Original Palm Beach County and City of West Palm Beach Contracts

[ ] **Support Documents**

DEPARTMENT HEAD **Submitted** **Date:** 03-23-16

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date** 3-29-16

TOWN MANAGER **Approved Agenda Item for:** 4-4-16 **Date** 3-29-16

COMMISSION ACTION:

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

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

RENEWAL OF MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Sanitary Sewer Rehabilitation Serves

Effective Date: _____, 2016

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Hinterland Group, Inc ("CONTRACTOR") to perform Sanitary Sewer Rehabilitation Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and Palm Beach County, Contract for Bid # WUD 12-001/VMG originally dated June 19, 2012 and extended until January 14, 2017. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

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

With copies to:
Peggy Smith, Administrative Assistant
Office 352.751.1526
Email: psmith@ladylakepw.org

Daniel Duke
President
Hinterland Group, Inc.
5041 N. Haverhill Rd, Ste 114
West Palm Beach, Florida 33407
Phone 561-640-3503
Email: dduke1@hinterlandgroup.com

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

APPROVED BY TOWN OF LADY LAKE, FLORIDA:

Signature: _____
Name:
Date: _____

ATTEST:

Signature: _____
Name:
Date: _____

APPROVED BY HINTERLAND GROUP, INC:

Signature: _____
Name: Daniel Duke
Date: 3-23-16

ATTEST:

Signature: Victoria Castle
Name:
Date: March 23, 2016

Exhibit A: Palm Beach County - Bid #WUD 12-001/VMG
Exhibit B: Palm Beach County - Amendment - Contract Renewal

MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Lift Station Repairs and Rehabilitation

Effective Date: _____, 2016

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Hinterland Group, Inc ("CONTRACTOR") to perform Sanitary Sewer Rehabilitation Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and City of West Palm Beach, Contract# 14478 for ITB# 13-14-129 originally dated November 13, 2014 with a term of 3 years with optional yearly renewal thereafter. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

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

With copies to:
Peggy Smith, Administrative Assistant
Office 352.751.1526
Email: psmith@ladylakepw.org

Daniel Duke
President
Hinterland Group, Inc.
5041 N. Haverhill Rd, Ste 114
West Palm Beach, Florida 33407
Phone 561-640-3503
Email: dduke1@hinterlandgroup.com

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

APPROVED BY TOWN OF LADY LAKE, FLORIDA:

Signature: _____
Name:
Date: _____

ATTEST:

Signature: _____
Name:
Date: _____

APPROVED BY HINTERLAND GROUP, INC:

Signature: _____
Name: Daniel Duke
Date: 3-23-16

ATTEST:

Signature: Victoria Castle
Name:
Date: March 23, 2016

Exhibit A: City of West Palm Beach Contract# 14478

Town of Lady Lake Manhole Rehabilitation

Contract Pricing based off of PBC WUD 12-001/VMG Rehabiliation of Sanitary Sewer Concrete Structures and Lift Stations

3/7/2016										
			$130/vf	$120/vf	$20/sq.ft.	$300/each	$250/each	$200/each	$5/sq.ft.	
ITEM #	MH #	Depth	Pay Item 2 (Lining Brick 4')	Pay Item 5 (Lining Precast 4')	Pay Item 10 (Excess Surface Loss)	Pay Item 19 (Adust R&C in Pavement)	Pay Item 20 (Adjust R&C outside of Pavement)	Pay Item 21 (Reconstruct Bench)	Pay Item 37 (Removal of Ex. Coating)	Total Cost
1	23	11	$0.00	$1,320.00	$1,240.47	$0.00	$250.00	$0.00	$689.15	$3,499.62
2	24	5.5	$0.00	$660.00	$620.24	$0.00	$250.00	$0.00	$344.58	$1,874.81
3	25	2.5	$0.00	$300.00	$281.93	$0.00	$250.00	$0.00	$156.63	$988.55
4	26	3	$0.00	$360.00	$338.31	$0.00	$250.00	$0.00	$187.95	$1,136.26
5	27	2.5	$0.00	$300.00	$281.93	$0.00	$250.00	$0.00	$156.63	$988.55
6	28	3.5	$0.00	$420.00	$394.70	$0.00	$250.00	$0.00	$0.00	$1,064.70
7	29	5	$0.00	$600.00	$563.85	$0.00	$250.00	$0.00	$0.00	$1,413.85
8	31	9	$0.00	$1,080.00	$1,014.93	$0.00	$250.00	$0.00	$0.00	$2,344.93
9	LS1-T	8	$0.00	$960.00	$902.16	$0.00	$250.00	$0.00	$0.00	$2,112.16
R&C Purchase (Line Item 71 - Misc. Related Work)	Qty9		$0.00	$0.00	$0.00	$0.00	$4,050.00	$0.00	$0.00	$4,050.00

R&C Concrete Collar (Line Item 71 - Misc. Related Work)	**Qty9**									$4,950.00
Major MOT (Line Item 71 - Misc. Related Work)	**Qty1**									
										$24,423.43

Hinterland Group, Inc.
992 W. 15th Street
Riviera Beach, 33404

Estimate

Date	Estimate #
02/23/2016	1400
	Exp. Date

Address
Town of Lady Lake

P.O. Number
Old LS #1

Date	Activity	Quantity	Rate	Amount
02/23/2016	Line Item 8 - Interior Lining of Wet Well	592	10.00	5,920.00
02/23/2016	Line Item 9 - Interior Lining of Valve Vault	189	8.00	1,512.00
02/23/2016	Line Item 10 - Excess Surface Loss	200	20.00	4,000.00
02/23/2016	Line Item 11 - Bypass Setup	1	50.00	50.00
02/23/2016	Line Item 16 - Bypass Pumping	8	400.00	3,200.00
02/23/2016	Line Item 23 - Remove & Install Existing Pump Base plate, elbow and rails	2	1,000.00	2,000.00
02/23/2016	Line Item 37 - Removal of Existing Coating	781	5.00	3,905.00
02/23/2016	Line Item 40 - Removal and Replacement of Existing Piping and Valves	2	12,500.00	25,000.00
02/23/2016	Line Item 71 - Misc. Related Items - Correct pitch on valve vault floor	1	1,500.00	1,500.00
02/23/2016	Line Item 71 - Misc. Related Items - Furnish Pump Base Plate and Bases (Material)	2	2,150.00	4,300.00

Continue to the next page

Date	Activity	Quantity	Rate	Amount
02/23/2016	Line Item 71 - Misc. Related Items - Restore rock around areas of excavation (57 stone)	1	450.00	450.00
			Total	$51,837.00

All pricing per PBC WUD Contract 12-001.

Accepted By

Accepted Date

Hinterland Group, Inc.
992 W. 15th Street
Riviera Beach, 33404

Estimate

Date	Estimate #
02/23/2016	1401
	Exp. Date

Address
Town of Lady Lake

P.O. Number
ARV Replacement

Date	Activity	Quantity	Rate	Amount
02/23/2016	Line Item 133 - ARI ARV with Brass Corp & Tapping Saddle	1	2,400.00	2,400.00
02/23/2016	Line Item 240 - Furnish & Install 5' I.D. Manhole	1	5,800.00	5,800.00
02/23/2016	Line Item 249 - Vacuum Truck	16	300.00	4,800.00
02/23/2016	Line Item 251 - Compressor	1	150.00	150.00
02/23/2016	Line Item 252 - Dewatering Pump & Wellpoint(s) Setup	1	1,800.00	1,800.00
02/23/2016	Line Item 254 - Dewatering Pump Operation	3	400.00	1,200.00
02/23/2016	Line Item 262 - Trench Box	1	400.00	400.00
02/23/2016	Line Item 264 - Two Man Hand Excavation Crew	12	85.00	1,020.00
02/23/2016	Line Item 265 - 3 man Pipe Excavation & Repair Crew	32	120.00	3,840.00
02/23/2016	Line Item 269 - Dumpster	1	450.00	450.00
02/23/2016	Line Item 273 - Excavator	32	150.00	4,800.00
02/23/2016	Line Item 286 - 4" Concrete Sidewalk Repair	1	750.00	750.00
02/23/2016	Line Item 295 - Bahia Sod	100	4.00	400.00

Continue to the next page

Date	Activity	Quantity	Rate	Amount
02/23/2016	Line Item 298 - Remove/Dispose of Existing Manhole	1	3,500.00	3,500.00
02/23/2016	Line Item 226 - 36" x 48" Alum. Hatch H20 Load	1	4,000.00	4,000.00
02/23/2016	Line Item 311 - Misc. - Concrete Cutting (to free fm pipe from structure)	8	250.00	2,000.00
			Total	$37,310.00

All Pricing per City of West Palm Beach Annual Contract ITB 13-14-129. Shut down of force main to be performed by city staff. No linestop included. Contractor will facilitate residual draining of fm once shutdown has occurred. Residual drainage not to exceed 2,500 gallons. Contract needs minimum 4 hours of shut down time to

Accepted By

Accepted Date

MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Sanitary Sewer Rehabilitation Serves

Effective Date: April 6, **2015**

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Hinterland Group, Inc ("CONTRACTOR") to perform Sanitary Sewer Rehabilitation Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and Palm Beach County, Contract for Bid # WUD 12-001/VMG originally dated June 19, 2012 and extended until January 14, 2016. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

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

Jay Breig

Hinterland Group, Inc.
5041 N. Haverhill Rd, Ste 114
West Palm Beach, Florida 33407
Phone 561-596-4865
Email: JBreig@hinterlandgroup.com

With copies to:
Peggy Smith, Administrative Assistant
Office 352.751.1526
Email: psmith@ladylakepw.org

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

APPROVED BY TOWN OF LADY LAKE, FLORIDA:

Signature: Ruth Kussard
Name:
Date: April 6, 2015

ATTEST:

Signature: Kristen Kollgaard
Name:
Date: April 6, 2015

APPROVED BY HINTERLAND GROUP, INC:

Signature:
Name: Daniel Duke III
Date: 3/19/2015

ATTEST:

Signature:
Name:
Date: 3/19/2015

Exhibit A: Palm Beach County - Bid #WUD 12-001/VMG
Exhibit B: Palm Beach County - Amendment - Contract Renewal

R2016 0091

AMENDMENT No. 4 TO CONTRACT WITH HINTERLAND GROUP, INC. REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS, WATER UTILTIES DEPARTMENT, DIVISION OF OPERATIONS/MAINTENANCE

This Amendment No. 4 dated JAN 26 2016 to the Contract (R-2013-0062) dated January 15, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and **Hinterland Group, Inc. (FEIN #20-5156844)** a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations,

Water Utilities Department, Division of Operations/Maintenance

Contract No: WUD 12-001C/VMG;

And WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period at an amount not to exceed $419,578.00 and to add a provision concerning third party beneficiaries.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract as set forth in Special Conditions Section 20 is renewed for one (1) additional year through January 14, 2017 at an amount not to exceed $419,578.00.
2. The following provision is added to the Contract:

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

3. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

INWITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

R 2016 0091 JAN 26 2016

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

Deputy Clerk

PALM BEACH COUNTY, FLORIDA A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Jim Stiles, Director
Water Utilities Department

'CONTRACTOR'

By: HINTERLAND GROUP, INC.

Candace Curry
(witness signature)

Candace Curry
(witness name printed)

a FLORIDA corporation
(insert state of corporation)

By: _____
(signatory)

Daniel Duke III
(print signatory's name)

By: President
(print title)

(Corporate Seal)

January 19, 2016
(date of execution)

5401 Haverhill Road, North #114
(Contractor's Official Address)

West Palm Beach, FL 33407
(Contractor's City, State, Zip Code)

R2013 0062

CONTRACT

JAN 15 2013

THIS CONTRACT, made and entered into this 19th day of June, 2012, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and HINTERLAND GROUP, INC., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations
Water Utilities Department, Division of Operations & Maintenance
Term Contract

Bid# WUD 12-001/VMG

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents which are incorporated herein by reference.

Invitation for Bid
General Conditions
Special Conditions
Specifications
Bid Response Form
Contract
Certificate of Insurance Form
Certification of Business Location
Drug-Free Workplace Certification
Schedules 1 - 4

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Four Hundred Nineteen Thousand, Five Hundred and Seventy-Eight dollars 00/100 ($419,578.00). The prices named in the Bid are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be indicated on each issued contract delivery order (KDO). The contract shall become effective on the date of approval by the Board of County Commissioners of Palm Beach County, Florida, and shall remain effective for twelve (12) months from said approval date.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

R2013 0062 JAN 15 2013

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

Deputy Clerk

PALM BEACH COUNTY, FLORIDA, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Bevin A. Beaudet, P.E., Director
Water Utilities Department

'CONTRACTOR'

By: Hinterland Group, Inc
(Corporate Name)

a Florida corporation
(insert state of corporation)

Linda Pope
(witness signature)

LINDA POPE
(witness name printed)

Isabel Quezada
(witness signature)

Isabel Quezada
(witness name printed)

By: _____
(signatory)

Daniel A. Duke III
(print signatory's name)

President
(print title)

(Corporate Seal)

_____, 20____
(date of execution)

5642 Corporate Way
(Contractor's Official Address)

West Palm Beach, FL 33407
(Contractor's City, State, Zip Code)

BID RESPONSE
BID # WUD 12-001/VMG
REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS
WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE
TERM CONTRACT

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL OFFER
1	MOBILIZATION/DEMOBILIZATION, IF LESS THAN 10 MANHOLES OR LESS THAN 750 SF, PER JOB WORK ORDER	EACH	$ 0	1	$ 0
2.	LINING/COATING OF BRICK MANHOLE, 4' DIAMETER AS PER WUD STANDARDS	V FT	$ 130	100	$ 13,000
3.	LINING/COATING OF BRICK MANHOLE, 5' DIAMETER AS PER WUD STANDARDS	V FT	$ 122	100	$ 12,200
4.	LINING/COATING OF BRICK MANHOLE, 6' DIAMETER AS PER WUD STANDARDS	V FT	$ 100	100	$ 10,000
5.	LINING/COATING OF PRECAST MANHOLE, 4' DIAMETER AS PER WUD STANDARDS	V FT	$ 120	100	$ 12,000
6.	LINING/COATING OF PRECAST MANHOLE, 5' DIAMETER AS PER WUD STANDARDS	V FT	$ 122	100	$ 12,200
7.	LINING/COATING OF PRECAST MANHOLE, 6' DIAMETER AS PER WUD STANDARDS	V FT	$ 100	100	$ 10,000
8.	(REPAIR AND LINING) LIFT STATION WETWELL INTERIOR SURFACE	SQ FT	$ 10	5,000	$ 50,000
9.	(REPAIR AND LINING) LIFT STATION VALVE VAULT INTERIOR SURFACE	SQ FT	$ 8	1,000	$ 8,000
10.	EXCESS SURFACE LOSS REPAIR/BUILD OUT PER 1" OF LOSS BEYOND THE STANDARD WALL THICKNESS	SQ FT	$ 20	300	$ 6,000
11.	BY-PASS PUMPING ASSEMBLY, UP TO 8" FITTINGS	EACH	$ 50	8	$ 400
12.	BY-PASS PUMPING ASSEMBLY, 10" TO 12" FITTINGS	EACH	$ 1	1	$ 1
13.	BY-PASS PUMPING ASSEMBLY, 15" TO 18" FITTINGS	EACH	$ 1	1	$ 1
14.	BY-PASS PUMPING ASSEMPLY, UP TO 24" FITTINGS	EACH	$ 1	1	$ 1
15.	4" BY-PASS PUMP	DAY	$ 400	6	$ 2400
16.	6" BY-PASS PUMP	DAY	$ 400	4	$ 1,600
17.	8" BY-PASS PUMP	DAY	$ 400	2	$ 800
18.	10" BY-PASS PUMP	DAY	$ 100	1	$ 100
19.	ADJUST EXISTING MANHOLE CASTING IN PAVED AREA (CTY PROVIDE NEW RING & COVER IF NEEDED)	EACH	$ 300	20	$ 6,000
20.	ADJUST EXISTING MANHOLE CASTING OUTSIDE OF PAVED AREA (CTY PROVIDE NEW RING/COVER IF NEED)	EACH	$ 250	20	$ 5,000

21.	RECONSTRUCT MANHOLE BENCH AND FLOW CHANNEL (NO LINING)	EACH	$ 200	15	$ 3,000
22	REMOVE & INSTALL EXISTING 4" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 1000	6	$ 6,000
23	REMOVE & INSTALL EXISTING 6" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 1,000	4	$ 4,000
24.	REMOVE & INSTALL EXISTING 8" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 1000	1	$ 1000
25.	REMOVE & INSTALL EXISTING 10" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 1000	1	$ 1000
26.	REMOVE & INSTALL EXISTING 12" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 1000	1	$ 1000
27.	FURNISH AND INSTALL 8" – 12" PVC INSIDE DROP ASSEMBLY, 2' – 4' DEEP	EACH	$ 250	1	$ 250
28.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, 4' –6' DEEP	EACH	$ 250	1	$ 250
29.	FURNISH AND INSTALL 8" – 12" PVC INSIDE DROP ASSEMBLY, 6' – 8' DEEP	EACH	$ 250	1	$ 250
30.	FURNISH AND INSTALL 8" – 12" PVC INSIDE DROP ASSEMPLY, 8' – 12' DEEP	EACH	$ 250	1	$ 250
31.	FURNISH AND INSTALL 8" – 12" PVC INSIDE DROP ASSEMPLY, GREATER THAN 10' DEEP	EACH	$ 250	1	$ 250
32.	INSTALL STAINLESS STEEL PUMP BASE PLATE & BASE ELBOW (base plate, base elbow to be supplied by WUD)	EACH	$ 100	4	$ 400
33.	RECONSTRUCT LIFT STATION FILLET, 6' DIAMETER	EACH	$ 200	1	$ 200
34.	RECONSTRUCT LIFT STATION FILLET, 8' DIAMETER	EACH	$ 225	1	$ 225
35	RECONSTRUCT LIFT STATION FILLET, 10' DIAMETER	EACH	$ 250	1	$ 250
36	RECONSTRUCT LIFT STATION FILLET, 12' DIAMETER	EACH	$ 250	1	$ 250
37	REMOVAL OF EXISTING COATING/LINING	SQ FT	$ 5	1,500	$ 7,500

38.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 4"	EACH	$ 8,800	2	$ 17,600
39	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 6"	EACH	$ 10,000	2	$ 20,000
40.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 8"	EACH	$ 12,500	1	$ 12,500
41.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 10"	EACH	$ 14,000	1	$ 14,000
42.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 12"	EACH	$ 19,000	1	$ 19,000
43.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 4"	EACH	$ 3,700	2	$ 7,400
44.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 6"	EACH	$ 4,300	2	$ 8,600
45.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 8"	EACH	$ 5,800	1	$ 11,600
46.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 10"	EACH	$ 8,000	1	$ 8,000
47.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 12"	EACH	$ 11,000	1	$ 11,000
48.	REMOVE & REINSTALL ALL 4" PIPIING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 3,500	2	$ 7,000
49.	REMOVE & REINSTALL ALL 6" PIPIING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 3,800	1	$ 3,800

50.	REMOVE & REINSTALL ALL 8" PIPIING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 4500	1	$ 4,500
51.	REMOVE & REINSTALL ALL 10" PIPIING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 6000	1	$ 6,000
52.	REMOVE & REINSTALL ALL 12" PIPIING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	$ 6000	1	$ 6,000
53.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 36"	EACH	$ 700	1	$ 700
54.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 42"	EACH	$ 700	1	$ 700
55.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 48"	EACH	$ 700	1	$ 700
56.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 40"	EACH	$ 700	1	$ 700
57.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 42"	EACH	$ 700	1	$ 700
58.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 48"	EACH	$ 700	1	$ 700
59.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 54"	EACH	$ 900	1	$ 900
60.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 48" X 54"	EACH	$ 900	1	$ 900
61.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 4"	EACH	$ 3200	3	$ 9,600
62.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 6"	EACH	$ 3800	3	$ 11,400
63.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 8"	EACH	$ 3800	1	$ 3,800
64.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (6' WETWELL)	EACH	$ 5400	1	$ 5,400
65.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (8' WETWELL)	EACH	$ 5,400	1	$ 5,400

66.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (10' WETWELL)	EACH	$ 5,400	1	$ 5,400
67.	REPLACE LIFT STATION WETWELL VENT PIPE	EACH	$ 700	2	$ 1400
68.	RESTORATION OF SIDEWALK/CONCRETE DRIVEWAY	SQ YD	$ 27	400	$ 10,800
69.	RESTORATION OF ASPHALT ROADWAY	SQ YD	$ 20	400	$ 8,000
70.	RESTORATION OF SOD	SQ YD	$ .50	800	$ 400
71	MISCELLANEOUS RELATED WORK – This lump sum item to be used for any necessary additional work not included in Line Items #1 - #70 of this contract.				$25,000
	TOTAL OFFER FOR LINE ITEMS #1 - #71				$ ~~400,378~~

~~$ 405,578.00~~ (lmg)
$ 419,578.00 (lmg)

Is Qualification of Bidders information included, per Term and Condition # 9? YES ✓ INITIAL

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

* SIGNATURE	PRINT NAME Daniel Duke III
	PRINT TITLE President
ADDRESS 5642 Corporate Way	
CITY / STATE West Palm Beach, Florida	ZIP CODE 33407
TELEPHONE # (561) 640-3503	E-MAIL Ddukel@hinterlandgroup.com
TOLL FREE # (888) 402-3331	FAX # (561) 640-3504

Re: Permission to Utilize Contract

PArmstrong@wpb.org

Tue 3/22/2016 4:34 PM

To:C.T. Eagle <cteagle@ladylake.org>;

Cc:Butch Goodman <bgoodman@ladylake.org>; Peggy Smith <psmith@ladylake.org>;

Yes, your town can use the contract.

Please let me know which documents you need to complete your contract process.

Patricia D. Armstrong
Senior Purchasing Agent

City of West Palm Beach
401 Clematis Street
Telephone: 561 822 2105
Telefax: 561 822 1564

From: "C.T. Eagle" <cteagle@ladylake.org>
To: "parmstrong@wpb.org" <parmstrong@wpb.org>
Cc: Peggy Smith <psmith@ladylake.org>, Butch Goodman <bgoodman@ladylake.org>
Date: 03/14/2016 11:49 AM
Subject: Permission to Utilize Contract

The Town of Lady Lake is interested in utilizing "piggybacking" Contract # 14478 – Master Contract for Lift Station Repairs and Rehabilitation. We respectfully request permission from the City of West Palm Beach to do so. Although this request may not be necessary, we find its beneficial to receive formal permission to ensure there are no conflicts or concerns. Please let me know if you have any questions or concerns.

C. T. Eagle Sr.
Director of Public Works
Town of Lady Lake

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

Email: cteagle@ladylakepw.org

CONSULTANT/CONTRACTOR
ORIGINAL

City of West Palm Beach

MASTER CONTRACT
for
LIFT STATION REPAIRS AND REHABILITATION

ITB No. 13-14-129

Contract No. 14478

Contractor Firm: **HINTERLAND GROUP, INC.**

Contractor Address: 5401 Haverhill Road, N, Suite 114
West Palm Beach, FL 33407

Email: DDUKE1@HINTERLANDGROUP.COM / CROGERS@HINTERLANDGROUP.COM

Telephone: (561) 640-3503

FEI/EIN # 205156844

THIS CONTRACT is made and entered into by and between the Contractor identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City" or "Owner").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid ("ITB") for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor's Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. **Lift Station Projects**. Contractor shall be entitled to submit bid(s) for the issuance of Work Orders for small projects (under $300,000) for the repair and/or rehabilitation of existing wastewater and stormwater pump stations and control structures. The work will consists of repair, replacement or rehabilitation of pipes, manholes, inlets, pumps, hatches, rails and other appurtenances at existing wastewater or stormwater facilities. Typically, work will be performed at pumping stations having a wet well with submersible pumps. The work may also include the removal and replacement of valves, gates, pumps, sewer pipes, stormwater pipes, manholes, hatches, vaults, electrical cables, miscellaneous utility line appurtenances, concrete structures and concrete slabs.

Contractor shall provide any and all sheeting, shoring and/or dewatering systems necessary to perform the work and to protect existing homes, driveways, walls, landscaping, roads or utilities from damage. Contractor is responsible for controlled excavation and trenching as well as post-construction repair to restore the roads, sidewalks, yards and driveways to pre-construction conditions.

The Contractor shall be responsible for the costs of all labor (including costs for overtime, night and weekend work), materials, equipment, tools, supplies, transportation, delivery, disposal of waste and surplus material,

4.5 No Work Order may be issued for Services to be completed after the expiration of this Contract. The form of Owner's Work Order is attached to this Contract.

5. **Payment and Invoices**. Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, a Subcontractor Utilization Report that lists all subcontractors and suppliers providing services and/or materials under the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

6. **Term of Contract**.

6.1 Term of Contract. Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

6.2 Renewal. At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

7. **Liquidated Damages**. The actual damages Owner and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to Owner the sum of Two Hundred Dollars ($200) per calendar day as liquidated damages. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

8. **Construction Bond(s)**. If a specific Work Order requires a public construction bond, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on Owner approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The City shall be an obligee under such bond(s). The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

9. **Required Insurance**.

9.1 Contractor shall maintain following liability coverage, in the limits specified, and shall provide evidence of such coverage prior to Contract execution:

Comprehensive General Liability: Not less than $1,000,000.00 Combined Single Limit per each occurrence and $2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

9.2 Based on the work to be performed, specific Work Orders for specific utility work projects may require additional insurance coverages.

9.3 Additional Insured: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm Beach, its commissioners, officer, employees and agents as Additional Insured. No costs shall be paid by the Owner for an additional insured endorsement.

9.4 Certificate of Insurance: Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Owner prior to execution of any contract awarded. The Certificate of Insurance shall be dated and show the name of the insured, the specific contract or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

9.5 Sub-Contractors. Proposer(s) shall ensure that any sub-consultants will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the Owner.

10. **Contractor's Understanding**. It is understood and agreed that the Contractor shall, prior to the execution of any Work Order, by careful examination, satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of a Work Order by the Contractor shall be a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor agrees that its inspection of the site and review of information furnished by Owner shall be adequate investigation. By execution of a Work Order, Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time and Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site. Contractor agrees that that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

11. **Warranty**. Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

12 **Ethics**. Contractor acknowledges, agrees and commits that it shall comply with all applicable state, county and Owner rules and regulations.

13. **Inspector General**. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and any Work Order hereunder, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Owner to be a material breach of this Contract justifying its termination.

14. **Small Business**. The aggregate goal for Small Business participation for all Work Orders issued under the contract **15%** of the total value of all Work Orders issued. Contractor agrees to use the certified small businesses identified by Contractor for each Work Order in the manner and proportions set forth in the Work Order and Small Business Commitment form. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program and the utilization of an

payment to certified small businesses under this Contract. Contractor shall make said records available to the Owner for inspection during reasonable business hours.

15. **Contract Documents**. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all project and work requirements, the terms and conditions contained in this Contract and the General Conditions, on the Owner website(s), each Work Order and the following documents, all of which taken together are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

For convenience sake, all of the Contract Documents may not be attached to this Contract, but the indicated documents make up the Contract Documents, regardless of whether they are attached.

- ☐ General Conditions
- ☐ Technical Specifications
- ☐ Schedule of Rates
- ☐ Public Construction bond(s)
- ☐ Contractor's Insurance
- ☐ Drug Free Certification
- ☐ The following Contract Documents may be found at www.Ownerofwpb.org/engineering/.
  Owner's Approved Materials List
  Owner's Engineering Standard Details
- ☐ Each Work Order and all associated Documents

The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muioi, Ph.D., Mayor

Date: NOVEMBER 13, 2014

OWNER ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

WITNESS:

_____
Print Name: CHASE ROGERS

Contractor:
HINTERLAND GROUP, INC.

By: _____
Daniel A. Duke, III
President

14949
Lift Station Repair-Hinterland
102714

City of West Palm Beach

SCHEDULE OF BID ITEMS

ITB 13-14-129

Project Title: CITY-WIDE CONTRACT FOR LIFT STATION REPAIRS AND REHABILITATION

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	GENERAL CONDITIONS				
1	MOBILIZATION & GENERAL CONDITIONS - ORDERS UNDER $15,000 (per site)	LS	1	$ 1.00	$ 1.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS $15,001-$40,000 (per site)	LS	1	$ 1.00	$ 1.00
3	MOBILIZATION & GENERAL CONDITIONS - ORDERS GREATER THAN $40,001 (per site)	LS	1	$ 1.00	$ 1.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	1	$ 1.00	$ 1.00
5	PUBLIC CONSTRUCTION BOND (UP TO $250,000) IF REQUIRED (per year)	LS	1	$ 5,000.00	$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 550.00	$ 550.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	1	$ 550.00	$ 550.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	1	$ Rate 1.00	$ 1.00
	MAINTENANCE OF TRAFFIC, SAFETY & ACCESS CONTROL				
9	MINOR M.O.T. DESIGN & SETUP (per site, no lane closure, City right of way)	DAY	1	$ 1.00	$ 1.00
10	INTERMEDIATE M.O.T. DESIGN & SETUP (per site, single lane closure, City right of way)	DAY	1	$ 1.00	$ 1.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	1	$ 3.00	$ 3.00
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	1	$ 3.00	$ 3.00
13	M.O.T. WARNING SIGNS	DAY	1	$ 3.00	$ 3.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	1	$ 5.00	$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	1	$ 30.00	$ 30.00
16	VARIABLE MESSAGE TRAILER	DAY	1	$ 40.00	$ 40.00
17	TRAFFIC CONES	DAY	1	$ 2.00	$ 2.00
18	FLAGMAN	HR	1	$ 18.00	$ 18.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	1	$ 50.00	$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LF DA	1	$ 3.00	$ 3.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	1	$ 200.00	$ 200.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LF DA	1	$ 28.00	$ 28.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	1	$ 100.00	$ 100.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LF DA	1	$ 15.00	$ 15.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	1	$ 100.00	$ 100.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LF DA	1	$ 5.00	$ 5.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
27	HAY BALES OR WATTLES	LF	1	$ 1.00	$ 1.00
28	STEEL PLATE (32 sq ft per plate)	DAY	1	$ 20.00	$ 20.00
29	LIGHT TOWER w/ GENERATOR	DAY	1	$ 100.00	$ 100.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 400.00	$ 400.00
31	4" BY-PASS PUMPING OPERATION	DAY	1	$ 500.00	$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 5.00	$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 500.00	$ 500.00
34	6" BY-PASS PUMPING OPERATION	DAY	1	$ 600.00	$ 600.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 8.00	$ 8.00
36	12" BY PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	1	$ 1,000.00	$ 1,000.00
37	12" BY-PASS PUMPING OPERATION	DAY	1	$ 1,000.00	$ 1,000.00
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	1	$ 15.00	$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	1	$ 300.00	$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	1	$ 280.00	$ 280.00
	FORCE MAIN INSTALLATION BELOW GRADE				
41	4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
42	6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
43	8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 75.00	$ 75.00
44	10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 80.00	$ 80.00
45	12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
46	16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 130.00	$ 130.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 28.00	$ 28.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 45.00	$ 45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 85.00	$ 85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 75.00	$ 75.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 100.00	$ 100.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 100.00	$ 100.00
53	10" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 130.00	$ 130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 180.00	$ 180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	1	$ 300.00	$ 300.00
56	4" PLUG VALVE & VALVE BOX	EA	1	$ 760.00	$ 760.00
57	6" PLUG VALVE & VALVE BOX	EA	1	$ 1,000.00	$ 1,000.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
58	8" PLUG VALVE & VALVE BOX	EA	1	$ 1,300.00	$ 1,300.00
59	10" PLUG VALVE & VALVE BOX	EA	1	$ 2,000.00	$ 2,000.00
60	12" PLUG VALVE & VALVE BOX	EA	1	$ 2,600.00	$ 2,600.00
61	16" PLUG VALVE & VALVE BOX	EA	1	$ 4,500.00	$ 4,500.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	1	$ 4.00	$ 4.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK	SY	1	$ 6.00	$ 6.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	1	$ 4.00	$ 4.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	1	$ 15.00	$ 15.00
66	CLEAN IMPORT SAND BACKFILL	CY	1	$ 20.00	$ 20.00
67	FLOWABLE FILL - EXCAVATABLE (per Section 121 FDOT spec)	CY	1	$ 110.00	$ 110.00
68	LIMEROCK STABILIZED BASE MATERIAL	CY	1	$ 45.00	$ 45.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	1	$ 150.00	$ 150.00
70	IN PLACE MATERIAL TESTING - MODIFIED PROCTOR TEST AASHTO T-180	EA	1	$ 100.00	$ 100.00
	GRAVITY SANITARY SEWER INSTALLATION				$ -
71	6" DIP, EPOXY LINED 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
72	8" DIP, EPOXY LINED 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 60.00	$ 60.00
73	10" DIP, EPOXY LINED 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 85.00	$ 85.00
74	12" DIP, EPOXY LINED 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 95.00	$ 95.00
75	15" DIP, EPOXY LINED 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 130.00	$ 130.00
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 25.00	$ 25.00
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 25.00	$ 25.00
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 32.00	$ 32.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 40.00	$ 40.00
80	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 48.00	$ 48.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 35.00	$ 35.00
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 45.00	$ 45.00
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 55.00	$ 55.00
84	15" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 75.00	$ 75.00
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 25.00	$ 25.00
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 40.00	$ 40.00
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 50.00	$ 50.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 70.00	$ 70.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 70.00	$ 70.00
90	15" FERNCO COUPLING w/ SHEAR RINGS	EA	1	$ 180.00	$ 180.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 20.00	$ 20.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 30.00	$ 30.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 40.00	$ 40.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	1	$ 50.00	$ 50.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	1	$ 60.00	$ 60.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	1	$ 90.00	$ 90.00
97	PIPE BEDDING - #57 STONE	CY	1	$ 70.00	$ 70.00
	STORM SEWER INSTALLATION				
98	12" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
99	12" HDPE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
100	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 80.00	$ 80.00
101	15" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 85.00	$ 85.00
102	15" HPDE, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 120.00	$ 120.00
103	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
104	18" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 90.00	$ 90.00
105	24" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 95.00	$ 95.00
106	30" RCP, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	1	$ 105.00	$ 105.00
107	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	1	$ 20.00	$ 20.00
108	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	1	$ 30.00	$ 30.00
109	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	1	$ 40.00	$ 40.00
110	PIPE BEDDING - #57 STONE	CY	1	$ 70.00	$ 70.00
	FORCE MAIN INSTALLATION ABOVE GRADE				$ -
111	4" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 180.00	$ 180.00
112	6" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 200.00	$ 200.00
113	8" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 200.00	$ 200.00
114	10" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 210.00	$ 210.00
115	12" DIP PIPE, EPOXY LINED CLASS 52, FLANGED JOINT	LF	1	$ 220.00	$ 220.00
116	4" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 1,600.00	$ 1,600.00
117	6" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 1,900.00	$ 1,900.00
118	8" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 2,700.00	$ 2,700.00
119	10" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	1	$ 4,400.00	$ 4,400.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
120	12" CHECK VALVE OUTSIDE WEIGHT FLANGED JOINT	EA	1	$ 5,900.00	$ 5,900.00
121	4" DIP FITTINGS EPOXY LINED CLASS 52 FLANGED JOINT	EA	1	$ 450.00	$ 450.00
122	6" DIP FITTINGS EPOXY LINED CLASS 52 FLANGED JOINT	EA	1	$ 550.00	$ 550.00
123	8" DIP FITTINGS EPOXY LINED CLASS 52 FLANGED JOINT	EA	1	$ 750.00	$ 750.00
124	10" DIP FITTINGS EPOXY LINED CLASS 52 FLANGED JOINT	EA	1	$ 1,000.00	$ 1,000.00
125	12" DIP FITTINGS EPOXY LINED CLASS 52 FLANGED JOINT	EA	1	$ 1,400.00	$ 1,400.00
126	4" PLUG VALVE LEVER OPERATED FLANGED JOINT	EA	1	$ 900.00	$ 900.00
127	6" PLUG VALVE HAND WHEEL FLANGED JOINT	EA	1	$ 1,100.00	$ 1,100.00
128	8" PLUG VALVE HAND WHEEL FLANGED JOINT	EA	1	$ 1,300.00	$ 1,300.00
129	10" PLUG VALVE HAND WHEEL FLANGED JOINT	EA	1	$ 1,900.00	$ 1,900.00
130	12" PLUG VALVE HAND WHEEL FLANGED JOINT	EA	1	$ 2,200.00	$ 2,200.00
131	STAINLESS STEEL 3" PRESSURE GAUGE & TAP	EA	1	$ 500.00	$ 500.00
132	2" ARI D-040 AIR RELEASE VALVE ASSEMBLY & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 1,800.00	$ 1,800.00
133	ARI D-025 AIR RELEASE EPOXY COATED STEEL & BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 2,400.00	$ 2,400.00
134	BRASS CORP STOP & TAPPING SADDLE	EA	1	$ 850.00	$ 850.00
135	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 500.00	$ 500.00
136	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 600.00	$ 600.00
137	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	1	$ 700.00	$ 700.00
138	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 150.00	$ 2,200.00
139	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	1	$ 320.00	$ 500.00
	WET WELL & MANHOLE REPLACEMENT & REPAIR				
140	4" DIP EPOXY COATED & LINED, VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,600.00	$ 4,600.00
141	4" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 100.00	$ 100.00
142	6" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,900.00	$ 4,900.00
143	6" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 150.00	$ 150.00
144	8" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,200.00	$ 5,200.00
145	8" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 225.00	$ 225.00
146	10" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,700.00	$ 5,700.00
147	10" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 350.00	$ 350.00
148	12" DIP EPOXY COATED & LINED VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 6,300.00	$ 6,300.00
149	12" DIP EPOXY COATED & LINED DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 425.00	$ 425.00
150	4" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 500.00	$ 500.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
151	6" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 600.00	$ 600.00
152	8" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 850.00	$ 850.00
153	10" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,000.00	$ 1,000.00
154	12" DIP EPOXY COATED & LINED FITTINGS w/ ST STL NUTS & BOLTS	EA	1	$ 1,400.00	$ 1,400.00
155	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,600.00	$ 4,600.00
156	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 100.00	$ 100.00
157	316 ST STL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
158	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 4,900.00	$ 4,900.00
159	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 150.00	$ 150.00
160	316 ST STL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
161	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,200.00	$ 5,200.00
162	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 225.00	$ 225.00
163	316 ST STL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
164	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 5,700.00	$ 5,700.00
165	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 350.00	$ 350.00
166	316 ST STL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
167	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	1	$ 6,300.00	$ 6,300.00
168	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	1	$ 425.00	$ 425.00
169	316 ST STL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	1	$ 1,800.00	$ 1,800.00
170	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 500.00	$ 500.00
171	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 600.00	$ 600.00
172	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 750.00	$ 750.00
173	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 950.00	$ 950.00
174	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	1	$ 1,300.00	$ 1,300.00
175	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 2,800.00	$ 2,800.00
176	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 3,200.00	$ 3,200.00
177	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 3,800.00	$ 3,800.00
178	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE	EA	1	$ 4,200.00	$ 4,200.00
179	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 450.00	$ 450.00
180	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	1	$ 550.00	$ 550.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
181	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 18.00	$ 18.00
182	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	1	$ 25.00	$ 25.00
183	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 500.00	$ 500.00
184	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	1	$ 750.00	$ 750.00
185	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 500.00	$ 500.00
186	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	1	$ 750.00	$ 750.00
187	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 15.00	$ 15.00
188	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 23.00	$ 23.00
189	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 30.00	$ 30.00
190	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	1	$ 48.00	$ 48.00
191	4 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 500.00	$ 500.00
192	6 HOOK - 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	1	$ 800.00	$ 800.00
193	4' - 5' DIA MANHOLE HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 25.00	$ 25.00
194	6' DIA WET WELL HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 28.00	$ 28.00
195	8' DIA WET WELL HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 37.00	$ 37.00
196	10' DIA WET WELL HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 47.00	$ 47.00
197	12' DIA WET WELL HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 56.00	$ 56.00
198	VALVE VAULT HYDROBLAST INTERIOR SURFACES (per square foot)	SF	1	$ 3.00	$ 3.00
199	4' - 5' DIA MANHOLE COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 47.00	$ 47.00
200	6' DIA WET WELL COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 56.00	$ 56.00
201	8' DIA WET WELL COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 75.00	$ 75.00
202	10' DIA WET WELL COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 95.00	$ 95.00
203	12' DIA WET WELL COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	1	$ 110.00	$ 110.00
204	VALVE VAULT COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	SF	1	$ 5.00	$ 5.00
205	VALVE VAULT BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	1	$ 8.00	$ 8.00
206	4' - 5' DIA MANHOLE CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 210.00	$ 210.00
207	6' DIA WET WELL CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 260.00	$ 260.00
208	8' DIA WET WELL CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 350.00	$ 350.00
209	10' DIA WET WELL CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 440.00	$ 440.00
210	12' DIA WET WELL CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert foot)	VF	1	$ 530.00	$ 530.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
211	VALVE VAULT - CALCIUM ALUMINATE COATING (Sewper-Coat or equal) per square foot	SF	1	$ 15.00	$ 15.00
212	4' - 5' DIA MANHOLE - SPECTRA SHIELD COATING (4 layer system) per vert foot)	VF	1	$ 392.00	$ 392.00
213	6' DIA WET WELL - SPECTRA SHIELD COATING (4 layer system) per vert foot)	VF	1	$ 471.00	$ 471.00
214	8' DIA WET WELL - SPECTRA SHIELD COATING (4 layer system) per vert foot)	VF	1	$ 628.00	$ 628.00
215	10' DIA WET WELL - SPECTRA SHIELD COATING (4 layer system) per vert foot)	VF	1	$ 785.00	$ 785.00
216	12' DIA WET WELL - SPECTRA SHIELD COATING (4 layer system) per vert foot)	VF	1	$ 942.00	$ 942.00
217	4' - 5' DIA MANHOLE - JET SYSTEM 3 COATING (prime, intermediate & finish) per vert foot	VF	1	$ 392.00	$ 392.00
218	6' DIA WET WELL - JET SYSTEM 3 COATING (prime, intermediate & finish) per vert foot)	VF	1	$ 471.00	$ 471.00
219	8' DIA WET WELL - JET SYSTEM 3 COATING (prime, intermediate & finish) per vert foot)	VF	1	$ 628.00	$ 628.00
220	10' DIA WET WELL - JET SYSTEM 3 COATING (prime, intermediate & finish) per vert foot)	VF	1	$ 785.00	$ 785.00
221	12' DIA WET WELL - JET SYSTEM 3 COATING (prime, intermediate & finish) per vert foot)	VF	1	$ 942.00	$ 942.00
222	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	1	$ 30.00	$ 30.00
223	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	1	$ 50.00	$ 50.00
223	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	1	$ 50.00	$ 50.00
224	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	1	$ 10.00	$ 10.00
225	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	1	$ 30.00	$ 30.00
226	36" x 48" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,000.00	$ 4,000.00
227	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 4,500.00	$ 4,500.00
228	48" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 5,000.00	$ 5,000.00
229	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 5,500.00	$ 5,500.00
230	54" x 72"ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 6,000.00	$ 6,000.00
231	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 6,500.00	$ 6,500.00
232	72" x 84" ALUMINIUM HATCH COVER & FRAME,H20 LOAD w/ 316 ST STL HARDWARE	EA	1	$ 7,000.00	$ 7,000.00
233	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 700.00	$ 700.00
234	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	1	$ 700.00	$ 700.00
235	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	1	$ 700.00	$ 700.00
236	FURNISH & INSTALL 4' INSIDE DIA MANHOLE 0-6' DEEP	EA	1	$ 4,500.00	$ 4,500.00
237	ADDITIONAL 4' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 350.00	$ 350.00
238	ADDITIONAL 4' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 450.00	$ 450.00
239	ADDITIONAL 4' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 600.00	$ 600.00
240	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	1	$ 5,800.00	$ 5,800.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
241	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	1	$ 500.00	$ 500.00
242	ADDITIONAL 5' I.D. EXCAVATION 10'-14' DEPTH	LF	1	$ 600.00	$ 600.00
243	ADDITIONAL 5' I.D. EXCAVATION 14'-18' DEPTH	LF	1	$ 750.00	$ 750.00
244	4" - 8" RELINER INSIDE DROP CONNECTION w/ ST. STL. MOUNTING HARDWARE	EA	1	$ 700.00	$ 700.00
245	10" - 15" RELINER INSIDE DROP CONNECTION w/ ST. STL. MOUNTING HARDWARE	EA	1	$ 1,000.00	$ 1,000.00
246	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	1	$ 800.00	$ 800.00
247	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	1	$ 900.00	$ 900.00
248	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	1	$ 1,800.00	$ 1,800.00
	SUPPORT EQUIPMENT & LABOR				$ -
249	JETTER, PUMPER OR VACUUM TRUCK	HR	1	$ 300.00	$ 300.00
250	SEWER VIDEO CCTV	HR	1	$ 250.00	$ 250.00
251	150 CFM COMPRESSOR & ACCESSORIES	DAY	1	$ 150.00	$ 150.00
252	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	1	$ 1,800.00	$ 1,800.00
253	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20 point header)	EA	1	$ 100.00	$ 100.00
254	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	1	$ 400.00	$ 400.00
255	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	1	$ 30.00	$ 30.00
256	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	1	$ 800.00	$ 800.00
257	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30 foot suction or 60 foot discharge)	DAY	1	$ 20.00	$ 20.00
258	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	1	$ 200.00	$ 200.00
259	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	1	$ 300.00	$ 300.00
260	TRENCH SHORING BOX (min 4' x 12')	DAY	1	$ 200.00	$ 200.00
261	TRENCH SHORING BOX (min 6' x 12')	DAY	1	$ 300.00	$ 300.00
262	TRENCH SHORING BOX (min 8' x 12')	DAY	1	$ 400.00	$ 400.00
263	TWO MAN LANDSCAPE CLEARING CREW	HR	1	$ 50.00	$ 50.00
264	TWO MAN HAND EXCAVATION CREW	HR	1	$ 85.00	$ 85.00
265	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	1	$ 120.00	$ 120.00
266	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	1	$ 80.00	$ 80.00
267	DUMP TRUCK & DRIVER 15-18 CU YD	HR	1	$ 100.00	$ 100.00
268	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 450.00	$ 450.00
269	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	1	$ 450.00	$ 450.00
270	SKID STEER LOADER & OPERATOR	HR	1	$ 85.00	$ 85.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
271	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	1	$ 110.00	$ 110.00
272	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	1	$ 130.00	$ 130.00
273	HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210)	HR	1	$ 150.00	$ 150.00
	WET TAPS, SADDLES & VALVES, CONNECTIONS TO EXISTING FITTINGS, CORE BORES				$ -
274	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,200.00	$ 3,200.00
275	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,600.00	$ 3,600.00
276	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 3,800.00	$ 3,800.00
277	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 4,500.00	$ 4,500.00
278	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 5,800.00	$ 5,800.00
279	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	1	$ 7,500.00	$ 7,500.00
280	CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH	EA	1	$ 2,000.00	$ 2,000.00
281	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	1	$ 2,400.00	$ 2,400.00
282	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	1	$ 2,600.00	$ 2,600.00
283	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	1	$ 2,800.00	$ 2,800.00
284	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,000.00	$ 1,000.00
285	8" OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	1	$ 1,200.00	$ 1,200.00
	SITE WORK				$ -
286	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 750.00	$ 750.00
287	4" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 5.00	$ 5.00
288	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq ft)	EA	1	$ 900.00	$ 900.00
289	6" CONCRETE SIDEWALK OR SLAB (per sq ft in excess of 150 sq ft at a site)	SF	1	$ 6.00	$ 6.00
290	12" STABILIZED SUBGRADE AND 10" LIMEROCK BASE REPAIR	SY	1	$ 18.00	$ 18.00
291	2" ASPHALT SURFACE COURSE REPAIR	SY	1	$ 48.00	$ 48.00
292	CONCRETE CURB	LF	1	$ 26.00	$ 26.00
293	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq ft)	EA	1	$ 650.00	$ 650.00
294	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq ft in excess of 200 sq ft)	SF	1	$ 4.00	$ 4.00
295	BAHIA SOD	SY	1	$ 4.00	$ 4.00
296	ST AUGUSTINE OR BERMUDA SOD	SY	1	$ 6.00	$ 6.00
297	PRESSURE WASHING	SF	1	$ 3.00	$ 3.00
298	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	1	$ 3,500.00	$ 3,500.00
299	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	1	$ 400.00	$ 400.00
300	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	1	$ 600.00	$ 600.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
301	ADDITIONAL MANHOLE REMOVAL, 14'-18' DEPTH	VF	1	$ 800.00	$ 800.00
302	DUPLEX VALVE VAULT REMOVAL	EA	1	$ 3,200.00	$ 3,200.00
303	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	1	$ 10.00	$ 10.00
304	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	1	$ 10.00	$ 10.00
305	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"- 10" DIA (non-hazardous)	LF	1	$ 12.00	$ 12.00
306	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" - 16" DIA (non-hazardous)	LF	1	$ 15.00	$ 15.00
	ALLOWANCE:				0
307	FEE & PERMIT ALLOWANCE - PERMITS, HYDRANT METER APPLICATION, HYDRANT METER USAGE TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 5,000.00	$ 5,000.00
308	MAJOR MAINT OF TRAFFIC - DESIGN, PERMITS & OPERATION BY SUB-CONTRACTOR TO BE REIMBURSED AT ACTUAL COST	LS	1	$ 7,500.00	$ 7,500.00
309	GEOTECHNICAL TESTING OR DRILLING ALLOWANCE TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
310	SUBSURFACE UTILITY EXPLORATION ALLOWANCE. SOFT DIGS TO VERIFY EXIST CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5%	LS	1	$ 5,000.00	$ 5,000.00
311	ALLOWANCE FOR MISC FITTINGS & PARTS. ITEMS NOT LISTED ABOVE SHALL BE SUPPLIED AT NO MORE THAN 10% OVER ACTUAL INVOICE COST. ORIGINAL INVOICES SHALL BE SUBMITTED TO CITY	LS	1	$ 15,000.00	$ 15,000.00

Bidder Company Name: Hinterland Group, Inc.

Signature of Official authorized to bind Bidder.

Print Name: Daniel Duke III

Title: President

Date: 8/5/2014

Failure to fully complete and sign this Bid Form may result in rejection of the Bid

END SCHEDULE OF BID ITEMS

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.**

J-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration of Approval for an Open House at the Lady Lake Public Library on April 15th to Celebrate National Library Week, April 10-16, 2016

DEPARTMENT: Library

STAFF RECOMMENDED MOTION: Approval for an Open House at the Lady Lake Public Library on April 15th to Celebrate National Library Week, April 10-16, 2016

SUMMARY: National Library Week is celebrated every year to highlight the importance of public libraries to the community. This year the theme is "Libraries Transform". The Lady Lake Library is in the process of transforming itself to help improve the lives of our patrons through programs, classes, technology and a first rate collection of materials. If approved, the library will host an Open House with library tours, informational handouts, displays and giveaways on Friday, April 15th, from 2:00-6:00 PM. Light refreshments will be offered and paid for by the Friends of the Library. We invite all of you and the public to attend and see everything that the Lady Lake Library has to offer.

FISCAL IMPACT: None

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

[ ] Support Documents

DEPARTMENT HEAD Marsha Brunem	Submitted	Date 3/29/16
HR	Approved as to Form	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN MANAGER	Approved Agenda Item for: 4-4-16	Date 3/29/16

COMMISSION ACTION:

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

[ ] Continued to Date Certain [ ] Approved with Modification

J-9

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration to Allow SECO Power to Install a New Light at the Lady Lake Driving Range for Added Security

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DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Allow SECO Power to Install a New Light at the Lady Lake Driving Range for Added Security

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SUMMARY: The Lady Lake Driving Range is seeking permission to have SECO install a new security light near their storage for heavy equipment and fuel. Their gas tank has been broken into in the past and their present light defeated. The new security light will be a very bright unit that will light the area where the equipment is stored. The Driving Range will pay for the installation of the new security light and the monthly bill for the light.

FISCAL IMPACT: No fiscal impact

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other [ ] Support Documents

DEPARTMENT HEAD	**Submitted** 03/24/16	**Date** 03/24/16
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4-4-16	**Date** 3-28-16

COMMISSION ACTION:

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

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

Mail Calendar People Tasks Mike Burske

AREA LIGHTS AND POLE ESTIMATE

REPLY REPLY ALL FORWARD

rjohnson6@comcast.net
Sun 3/20/2016 12:15 AM

Mark as read

To: Mike Burske;

Cc: Kris Kollgaard;

The Lady Lake Driving Range has decided that the 400 wide light and pole will best serve our purpose. We understand the installation for this will be $2506.00. We accept this along with the monthly fee of $22.80. We realize this is an investment that will help the security of our equipment.
Bob Johnson

Mike Burske
Mon 3/14/2016 9:39 AM
Sent Items

Mark as unread

You guys are good with the installation fee?...Mike

rjohnson6@comcast.net
Sat 3/12/2016 7:08 PM

Mark as unread

We have decided on the latter, 400 Wide light This will not only handle the gas tanks but the area for our tractors and golf carts. Right now we are paying a charge of $29.42 monthly for the two lights shining on ball seller shack and maintenance shed. Let me know if you need any more info.
Bob

Mike Burske
Wed 3/9/2016 2:05 PM
Sent Items

Mark as unread

Bob, here is what you would be looking at to install a light at your location by the fuel tanks. Needless to say it will be an investment.....Mike

Homan, Donna <donna.homan@secoenergy.com>
Wed 3/9/2016 1:51 PM
250 WIRE LIGHT AND POLE INSTALLATION 2,417.00 MONTHLY RENTAL 15 27 LIGHT 2.0.

K-10

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: **Resolution 2016-103- Adopting the 2016-2021 Lake County Multi-Jurisdictional Hazard Mitigation Plan**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2016-103, Adopting the 2016-2021 Lake County Multi-Jurisdictional Hazard Mitigation Plan.

SUMMARY

On March 21, 2011, the Town of Lady Lake adopted the 2011-2016 Lake County Multi-Jurisdictional Hazard Mitigation Plan. Since the plan was only valid through February 4, 2016, Lake County recently revised the plan in cooperation with participating municipalities of Lake County to develop the necessary plan, policies, and procedures to effectively plan and develop projects to protect the citizens of Lake County. Lake County adopted the plan on February 2, 2016, and now all participating municipalities can proceed with adopting the resolution.

A Local Mitigation Strategy (LMS) is a plan developed by the county to reduce and or eliminate the risks associated with natural and man-made hazards. These plans must be in accordance with the Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 is a mechanism for collaboration between state and local entities that encourages pre-disaster planning, recognizes need for mitigation, and designates funding for projects through Federal grant opportunities. Overall, the Lake County Local Mitigation Strategy Plan attempts to reduce some of the risk associated with hazard by implementing projects within Lake County and municipalities. The Federal Emergency Management Agency claims that for every dollar spent on a mitigation project, the benefit will be that four dollars is saved by the recipient in the long term. The Local Mitigation Strategy (LMS) is intended to be a framework for documenting the activities of the LMS working group and the future mitigation activities within Lake County.

It is Town Staff's understanding that if the Town chooses not to adopt the plan, the Town could position itself as to be ineligible for funding when it comes to certain grants or assistance from FEMA during times of disasters.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s)** **[X] Resolution** **[ ] Budget Resolution**

[ ] Other

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

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3/28/16 **DEPARTMENT HEAD** Submitted **Date** 3/28/16

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

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

TOWN MANAGER Approved Agenda Item for: 4-4-16 **Date** 3-28-16

BOARD ACTION: **[ ] Approved as Recommended** **[ ] Disapproved**

[ ] Tabled Indefinitely **[ ] Continued to Date Certain**

[ ] Approved with Modification

RESOLUTION NO. 2016-103

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county department of emergency management, develop and maintain a Hazard Mitigation Plan; and

WHEREAS the Town of Lady Lake desires to have and participate in this plan to protect the life and property of its citizens; and

WHEREAS the Town of Lady Lake, in cooperation with Lake County, has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Lady Lake and Lake County from hazards; and

WHEREAS the Lake County Multi-Jurisdictional Hazard Mitigation Plan as adopted by Resolution No. 2011-106 has expired effective February 4, 2016; and

WHEREAS the Lake County Board of County Commissioners adopted the Lake County Multi-Jurisdictional Hazard Mitigation Plan (2016-2021) on February 2, 2016.

NOW THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lady Lake, Florida that the Town of Lady Lake adopts the proposed Lake County Multi-Jurisdictional Hazard Mitigation Plan (See Exhibit A), dated February, 2016, identifying the hazards and strategies to mitigate those hazards.

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

RESOLVED this 4th day of **April**, **2016**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

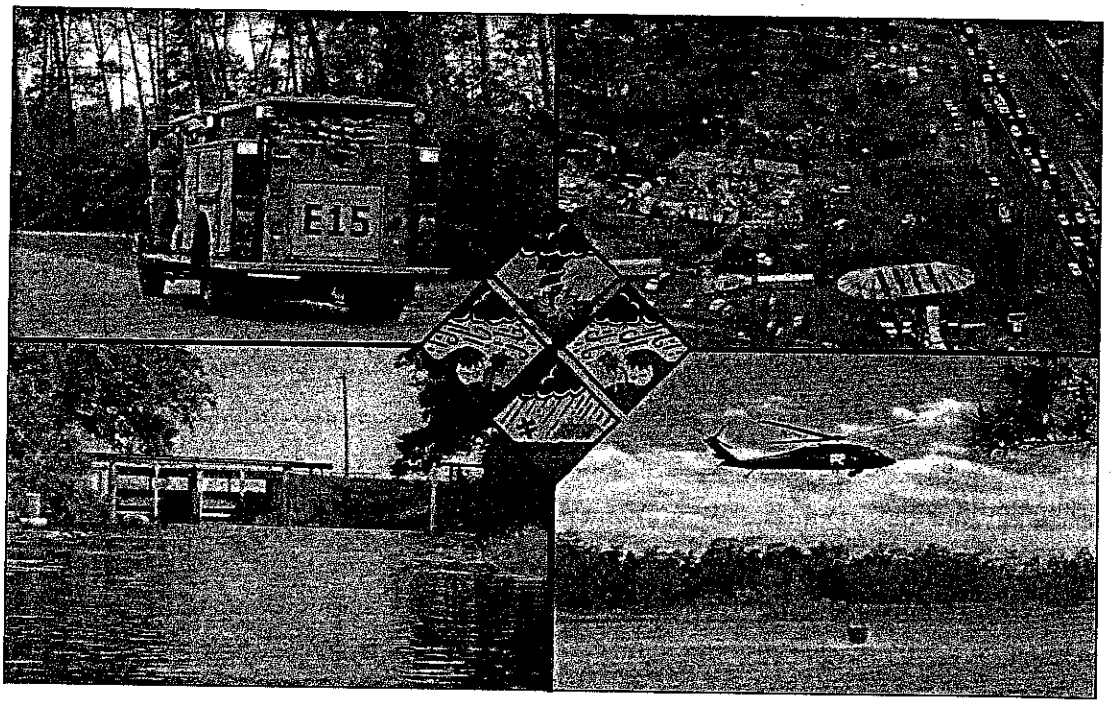
APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

EXHIBIT "A" is available for viewing in the Town Clerk's Office.

Lake County, Florida

Local Mitigation Strategy: Multi-Jurisdictional Plan



2016-2021

LAKE COUNTY
FLORIDA

Administered by:
Lake County Public Safety Department
Emergency Management Division
425 West Alfred Street, Tavares, FL
Tavares, Florida 32778

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Summary of Changes:

The Summary of Changes will list the routine updates that will be made to the LMS Plan once it has been accepted. Changes made to the 2010 plan will be archived by Lake County Emergency Management. This plan is a living document and can be changed at any time by the LMS Working Group. Continual citizen participation and input by all interest parties is encouraged.

Change	Comments/Purpose	Date	Pages
Plan Revision	Plan was revamped and revised in entirety.	February 2016	All

Executive Summary

Lake County is vulnerable to a variety of natural, technological, and human-caused hazards which threaten the health and wellbeing of the community, affect economic health, and pose harm to the environment. Lake County Emergency Management has convened a group of individuals representing the county, the municipalities, and other interested parties to comprise the members of the Lake County Local Mitigation Strategy Working Group (LMS Working Group) to monitor and update this continual planning process.

This document is the result of a multi-jurisdictional approach to mitigation planning. Lake County along with its municipalities formally adopted the existing Lake County Local Mitigation Strategy (2010) and once this revision is approved, this updated document will be presented for adoption via a new resolution.

The LMS Working Group conducted research to identify the hazards threatening Lake County in ordered to estimate risk, impacts, and potential consequences relating to public, responder safety, continuity of operations, continuity of government, property, facilities, infrastructure, environment, economic issues, and public confidence in the county. The natural hazards in the LMS are mirrored in the Comprehensive Emergency Management Plan (CEMP) for continuity and to facilitate an all-hazards approach to planning.

Proposed projects and programs intended to reduce impacts of future natural disasters are called mitigation projects. Mitigation projects are included in the project list and continue to be developed and added to the list by the LMS Working Group as new hazard research is available; risk increases; and as resources and opportunities become available. Implementing the LMS will help make Lake County more resistant to the effects of major disasters.

The LMS will continue to be updated and expanded in the future to address changing hazards, reflect the experiences of future disasters, and changes in the participating jurisdictions. The update process and future versions of the LMS will be used to inform the public and encourage other interested parties to participate more in making Lake County resilient.

General

Introduction:

Mitigation is any action taken to permanently reduce or eliminate the risk to people and their property from the effects of hazards. Overall, the Lake County Local Mitigation Strategy attempts to reduce some of the risk associated with hazards by implementing projects within Lake County and municipalities. The LMS process is also intended to be a framework for documenting the activities of the LMS Working Group and the future mitigation activities within Lake County. This plan includes the updated bylaws of the LMS Working Group – and the overall planning process is intended to make the LMS Working Group more active in the coming years and to find ways to further promote public participation. The LMS Working Group has been established to prepare the community to be more resistant and resilient to the effects of future disasters.

Purpose:

The purpose of the LMS is to provide an on-going process that will encourage hazard mitigation efforts as part of the ongoing planning efforts of Lake County. The LMS encourages evaluation of natural hazards to evaluate vulnerabilities and develop goals, objectives, plan, programs, and projects to lessen the effects of those hazards and prioritize implementation of projects to further these goals.

Planning Process:

The LMS Working Group is made up of representatives from Lake County governmental agencies, incorporated municipalities, organizations and associations representing key business industry, community interest groups, other governmental entities, and non-profit or faith based groups. Interested citizens are always welcome and encouraged to become involved in the process. The Lake County LMS Working Group by-laws are located in Appendix II of this document and were updated in this planning process.

The LMS Working Group encourages involvement in the mitigation planning process by each jurisdiction in Lake County. Jurisdictions are encouraged to identify others that should be participating on the LMS Working Group. Annual meetings were held in December of each year for the purpose of preparing the annual update to be submitted. The update kick-off meeting

was held on March 12, 2015 with Lake County Emergency Management representatives followed by a meeting on June 18, 2015 with the LMS Working Group. The LMS Working Group was noticed through email distribution with follow-up phone calls from the LMS Coordinator. The formal public meetings were held on July 30, 2015 and August 24, 2015 with the LMS Working Group noticed via email distribution, website notice, and public notification by a notice in the Orlando Sentinel in the Lake County Section for at least ten (10) days. Further efforts by the Chair and Vice-Chair to encourage participation and attention at meetings continued after July 30th in preparation for the August 24th meeting prior to submission to the Florida Division of Emergency Management.

Participating Organizations:

Lake County encourages participation from all of its jurisdictions and enables any entity within the jurisdictions or unincorporated county to be involved in the planning effort. Those involved in the process include: Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Lake County, Leesburg, Mascotte, Minneola, Montverde, Mount Dora, Tavares, Umatilla, and The Villages.

This is the inclusive list of all jurisdictions that must approve the LMS as a multi-jurisdictional plan. Each jurisdiction is responsible for actual implementation of the plan within their boundaries and ensuring that their projects meets the needs of the communities. Participation will be identified by attendance at meetings, both in person and virtual, and active involvement in the process. These are the same jurisdictions that were involved in the 2010 plan. The desire of this plan is to foster further participation from all municipalities and to meet on a more consistent basis in the future.

Participation in the planning process at meetings included the following entities:

BESH Engineering
City of Clermont
City of Eustis
City of Leesburg
City of Mount Dora
City of Tavares
City of Umatilla
Florida Department of Health in Lake County
Lake County Emergency Management
Lake County Public Works Department
Lake County Schools
Lake County Stormwater Division
Lake Emergency Medical Services
Town of Montverde
Villages Community Development District
Withlacoochee Forest Center

The LMS Working Group has had participation from all remaining jurisdictions due to contact with each entity by members of the Emergency Management Division to obtain updated information for the LMS Update. In the 2010 plan, the regional planning council was involved however they did not participate in this revision as the position was not filled. Email meeting notices are sent to any and all interested parties both within and outside of Lake County to encourage participation.

Public Participation:

The LMS Working Group has benefited from the assistance and support of its many members and support staff and intends to continue its efforts to engage more members of the community in the planning process, including more representatives of the private sector. The public will have additional opportunities to provide input on this updated LMS Plan, such as through the Lake County website and municipal meetings where the plan will be formally adopted by resolution within each Lake County community. A copy of the existing Local Mitigation Strategy for Lake County resides on its website available to the public 24/7 at the location listed below. This webpage also provides other mitigation information to the public along with a contact link back to the Emergency Management Division.

https://www.lakecountyfl.gov/departments/public_safety/emergency_management/local_mitigation_strategy.aspx

The LMS Working Group welcomes public input and encourages participation through legal notices of upcoming public meetings. Future meetings which may be conducted utilized web conferencing will also include a gathering at the Emergency Operations Center for interested parties to attend, listen, and participate in the planning process. Once the updated plan is posted on the website, opportunity for public comment and input will be available prior to adoption.

Once the plan is adopted, it will remain on the website, available for public comment and input in an ongoing process. In addition to this planning process, many of the jurisdictions maintain their own efforts to inform the public about potential hazards, hazard mitigation, and this planning process. Lake County and the LMS Working Group will continue efforts to develop a more robust planning process and encourage more participation and involvement from the jurisdictions, interested parties, and the public.

Update Process:

During the 2015 Lake County LMS Update, the LMS Working Group took the following actions:

- In 2011, 2012, 2013, and 2014 annual meetings of the LMS Working Groups were noticed to the public and held with attendance and meeting minutes provided to document the process.
- In March 2015, Lake County Emergency Management hired a consultant to assist in the update process.
- The plan was reviewed and rewritten to be compliant with the *2014 Florida Local Mitigation Strategy Crosswalk* and the *Disaster Mitigation Act of 2000.*
- The General Section include the Introduction, purpose, and planning process and was revised to reflect the current approach.
- The Risk Assessment Section was reviewed for applicable hazards and to be consistent with the Lake County Comprehensive Emergency Management Plan (CEMP).
- Mitigation Goals Section includes the goals, projects list, National Flood Insurance (NFIP) and Community Rating System (CRS) and was updated to reflect the current list, current NFIP and CRS information.
- Plan Maintenance Section include monitoring and evaluation; the update process; and process for project implementation and was updated to reflect the current approach.
- LMS Working Group By-Laws Appendix contains the policies of the LMS Working Group and was updated to include the current practices.

The Draft Plan was provided to the LMS Working Group for their review and comment. Another meeting will be conducted to review the Final Draft and approve all changes. The LMS Working Group will continue to solicit input from anyone who may have an interest in the process and include any additional parties as needed as required by Florida Administrative Code 27P-22.

Risk Assessment

Hazards:

In this section the potential hazards that may affect the residents and visitors to Lake County are reviewed. Each jurisdiction will be addressed individually however we begin with a general overview at the county level of each of the hazards. This plan is in line with FEMA's guidance by focusing entirely on natural hazards specifically:

- Drought: A period of dry weather, especially a long one that is injurious to crops.
- Flooding: A great flowing or overflowing of water, especially over land not usually submerged.
- Hail: Showery precipitation in the form of irregular pellets or balls of ice, falling from a cumulonimbus cloud.
- Heat: A hot condition of the atmosphere or physical environment; hot season or weather.
- Tropical Cyclone Events: Violent, tropical, cyclonic storms of the western North Atlantic, having wind speeds of or in excess of 74.
- Thunderstorms/Wind/Lightning: A transient storm of lightning and thunder, usually with rain and gusty winds, sometimes with hail or snow, produced by cumulonimbus clouds/ Air in natural motion, as that moving horizontally at any velocity along the earth's surface/ A brilliant electric spark discharge in the atmosphere, occurring within a thundercloud, between clouds, or between a cloud and the ground.
- Sinkholes/ subsidence: A natural depression in a land surface formed by the dissolution and collapse of a cavern roof. Sinkholes are roughly funnel-shaped and on the order of tens of meters in size. They generally occur in limestone regions and are connected to subterranean passages.
- Tornadoes: A rotating column of air ranging in width from a few yards to more than a mile and whirling at destructively high speeds, usually accompanied by a funnel- shaped downward extension of a cumulonimbus cloud.
- Wildland fire: Any large fire that spreads rapidly and is hard to extinguish.
- Erosion: The process by which the surface of the earth is worn away by the action of water, glaciers, winds, waves, etc.
- Winter storm/Freeze: A disturbance of the normal condition of the atmosphere, manifesting itself by winds of unusual force or direction, accompanied by frozen

precipitation such as snow or ice/In meteorology a widespread occurrence of temperatures below 32°F (0°C) persisting for at least several days.

- Dam/levee failure: The failure of a barrier that obstructs the flow of water, esp. one of earth, masonry, etc., built across a stream or river. The failure of an embankment designed to prevent the flooding of a river.

(All definitions courtesy of Dictionary.com)

Some hazards are not listed due to the geographic location and characteristics of the planning area, and are not relevant to Lake County and the participating jurisdictions, i.e. volcanoes and earthquakes. There are no volcanoes in the Southeast United States that would impact Lake County. Also, past impacts and future possible impacts from earthquakes are so negligible that it was decided not to keep earthquakes as a hazard in the plan.

Probability Summary:

Each hazard is described is ranked based on relative risk using probability and severity as the identified measures.

Probability based on historical information and takes into account the likelihood that Lake County will see an impact by the hazard within a given period of time.

- 0 = none: No previous occurrence and considered no threat
- 1=low: Some potential every 16 years or more
- 2=moderate: Potential occurrence every 3 to 15 years
- 3=high: Potential to exist every 1 to 2 years

Based on the history of the hazards occurring and all available information, a summary of probabilities table has been created to determine then likelihood of a hazard occurring within a certain number of years. It is important to note that a hazard with a low probability of occurring can be just as severe as one with a high probability of occurring. It only takes one!

The table on the following page indicates summary probabilities for the hazards in this plan.

Summary Probabilities for Hazards												
	Drought	Flooding	Hail	Excessive Heat	Tropical Cyclone Events	Thunderstorm Lightning/Wind	Sinkholes	Tornadoes	Wildfire	Erosion	Winter Storm Freeze	Dam/Levee Failure
Astatula	M	M	M	M	M	H	M	M	M	L	M	L
Clermont	M	M	M	M	M	H	M	M	M	M	M	L
Eustis	M	M	M	M	M	H	M	M	M	L	M	L
Fruitland Park	M	M	M	M	M	H	M	M	M	L	M	L
Groveland	M	M	M	M	M	H	M	M	M	L	M	L
Howey-in-the-Hills	M	M	M	M	M	H	M	M	M	L	M	L
Lady Lake	M	M	M	M	M	H	M	M	M	L	M	L
Lake County	M	H	M	M	M	H	M	M	M	L	M	L
Leesburg	M	M	M	M	M	H	M	M	M	L	M	L
Mascotte	M	M	M	M	M	H	M	M	M	L	M	L
Minneola	M	M	M	M	M	H	M	M	M	L	M	L
Montverde	M	M	M	M	M	H	M	M	M	L	M	L
Mount Dora	M	M	M	M	M	H	M	M	M	L	M	L
Tavares	M	M	M	M	M	H	M	M	M	L	M	L
Umatilla	M	M	M	M	M	H	M	M	M	L	M	L
Villages, The	M	M	M	M	M	H	M	M	M	L	M	L

Hazard Profiles:

Drought:

There is no way to predict when a drought will occur or how long it may last. Drought conditions existed in Florida from 1965 through 1982, from 1997 to 2002, 2006 to present with some relief the rainy months in 2013 and 2014. The conditions have been particularly severe during certain years, and various areas of the state have been affected to different degrees. During 1977, a two-month dry emergency caused an estimated $30,000,000 in damages to Florida, and the Governor declared a three-month drought during 1979, the worst since 1971.

The drought from 1997-2002 was considered to be a "very serious" drought according to the St. John's Water Management District. Lake County instituted water restrictions for itself at the same time that many other counties were doing the same. This drought also played a role in the extensive wildfires that occurred during the summers of this time period.

Generally, throughout the entire central portion of the state, water levels in rivers and lakes became lower, as did the water table. Various local governments and water management districts within the County found it necessary to impose water usage restrictions. Farmers were particularly affected by the drought conditions, as the water table fell and deeper wells had to be drilled for irrigation purposes.

The extent of drought in Florida is generally measured through one of two indices, the Keetch-Byram Drought Index (KBDI) or the U.S. Drought Monitor Index. While Lake County historically has not been immune to regional or statewide droughts, recent population growth has accelerated the depletion of water supplies. The KBDI has a range from 0 for no drought to 800 being the most severe drought. Lake County has experienced mostly moderate drought conditions over the last five years. Heavy rains during the rainy season can reduce the drought index substantially, however dry spells can increase the number in a relatively short time period. It is important to note that during prolonged cold spells when conditions are often windy, it will make conditions dry very quickly. Fires can be triggered from careless activities during extremely dry periods and water consumption may have to be curtailed if consumptions exceeds rainfall and replenishment of the water table. All areas of Lake County are subject to the effects of drought conditions. Since Lake County has a large number of lakes, drought effects of lowered water levels may impact tourism for those that participate in activities on the water. Resident

populations would not be unduly affected other than an inconvenience. Agricultural concerns such as the horticulture, animal services, citrus, and vegetable crops could be affected by a long-term drought which could have a negative economic effect. Critical facilities and infrastructure would likely be unaffected. However no other significant drought events have occurred in Lake County other than what is reflected here. The following table summarized the mean KBDI for Lake County since the last plan update.

Keetch-Byram Drought Index (KBDI) for Lake County, Florida 2011 to 2015[1]	
Date	**KBDI**
June 5, 2011	559
December 5, 2011	437
June 5, 2012	367
December 5, 2012	499
June 5, 2013	99
December 5, 2013	454
June 5, 2014	344
December 5, 2014	81
June 5, 2015	449

Flooding:

For the state as a whole, flooding is a problem due to much of the state being at sea level. Lake County is very fortunate to have more elevation than other counties due to its interior location. While flooding can result from either storm surge associated with hurricanes, by riverbank overflow, or by pooling of water, it is the latter two that represent a potential hazard to Lake County. Heavy rains within a drainage area and the inability of a river to accommodate the added runoff can cause flooding resulting in overflow. Storm water runoff is also a problem that occurs because of poor urban development in areas subject to flash flooding. Hurricane-induced flooding can also present problems for low-lying areas of Lake County. These areas may experience flooding from either a "direct hit" or a storm that passes close by. Rainfall varies with each hurricane; however, on the average, the normal hurricane delivers between ten and twelve inches of rain. Non-tropical storm systems can also linger and be significant rainmakers as well.

[1] http://flame.fl-dof.com/fire_weather/KBDI/archive/kbdi-report.html

There are three primary areas within Lake County that would normally be affected by rain events: the St. Johns River area in extreme Northeast Lake County, the Green Swamp area in Southern Lake County and the Wekiva River area that straddles Seminole County to the east. These areas could have issues if heavy rains fell simultaneously in the counties surrounding Lake County, adding to the volume of runoff. Aside from these primary areas, ponding could occur anywhere in Lake County in low areas that are characterized by either poorly drained or supersaturated soils (high water table). There are no specific drainage patterns that aggravate flood conditions in the County, according to the St. John's River Water Management District.

Lake County has more than 1,400 lakes comprising a total of 202 square miles. 45.5 per cent of the county's acreage is in the 100-year floodplain. According to Federal Emergency Management Agency Flood Insurance Rate Maps (FIRM), most of the county's 100-year floodplain area lies in A, ANI, AO, or AH flood zones, with about 21% in the AE Zone. Certain areas of Lake County are low-lying and subject to flooding from rising water. Specific areas include those along the western shores of Lake Apopka, the complete shoreline of Lake Louisa, the western shorelines of Lake Minnehaha and Lake Minneola, the complete shoreline of Lake Dora, Lake Yale, Lake Akron, and along the entire western shoreline of the St. John's River. Many of the lakes could be impacted as well, although drainage wells and improved drainage systems have mitigated problems in these areas.

Lake County has a vested interest in participating in the federal floodplain mapping project and the Community Rating System (CRS), where appropriate, in order to assist homeowners and businesses with decisions about property vulnerability and flood insurance. The National Flood Insurance Program (NFIP) allows property owners in the 100-year flood zone to acquire federal flood insurance policies on land subject to flood hazards. Only the county participates in the CRS, a Federal Emergency Management Agency (FEMA) program, which qualifies residents for reduced rates on flood insurance. These vary depending on the level of activities the jurisdiction performs to reduce its flood potential.

One of the aspects of living in Florida is the frequent downpours from thunderstorms in the summer months and the moisture sources that can feed storm systems, much of which can cause pooling of water along roadways and low-lying areas. Listing every heavy rain event that has taken place within Florida would be virtually impossible. Historic significant events are noted in the 2010 plan. There have been no significant flooding events in Lake County in the last five years. However, worth noting is a rainmaker that happened in 2008 for the purpose of this plan.

- Tropical Storm Fay Flooding: In September of 2008, the unincorporated community of Astor in extreme Northeast Lake County experienced flooding from the overflowing of the St. Johns River. The St. Johns River system runs from south to north–existing in Northeast Florida from Jacksonville. Over 20 inches of rain fell in the East Central Florida region. It was not only the rain the affected the rise in water, but also the wind from Tropical Storm Fay, which prohibited the normal outflow of the St. Johns River into the Atlantic Ocean. The winds pushed the waters inland and the water levels along the St. Johns River rose farther south – well after the rain stopped falling.

With regard to determining the extent of magnitude and severity of flooding that has taken place, there is not a scale like hurricanes and tornadoes. Even what has been considered as "minor" flooding could impact roadways, structures and the quality of life of residents. However, one tool that can measure severity along waterways is available from the National Weather Service. A river gauge had been installed at the St. Johns River in Astor to monitor the flood stage of the river to generate forecasts to better warn residents of potential flooding conditions. However, at the time of this writing, it appears that the gauge is out of service.

In summary, Lake County has an abundance of lakes and fresh water bodies within its boundaries. The County itself lies above the aquifer that hydrates much of the Central Florida region. Southwest Lake County is an Area of State Environmental Concern, as it is an environmentally sensitive recharge area. The various maps provided that identify areas within the 100-year flood plain are merely tools to assist in planning. This is not to say that areas outside of the 100-year flood plain will not flood, because that simply is not the case. In recent years in the United States, it has been said that people have been caught off guard because the maps and plans said that they would not flood. However, the reality is that the State of Florida is extremely flat and subject to flooding a great deal more than other states. Lake County and municipal partners need to continue to monitor drainage patterns and reoccurring flood areas to pursue future mitigation activities.

With the exception of the highly elevated areas of Lake County that are out of the reach of areas that could collect water, all areas are subject to the effects of flooding, including those areas identified as being less likely to flood. For this reason, Lake County and municipal partners need to be vigilant about monitoring flood conditions with future events to enhance their planning efforts. Flooding can impact residential areas with their local roadways and lift stations that may be impacted if they become surrounded with water. The Astor area has been particularly

susceptible and damage is limited to individual homes. Areas along the St. Johns River can be impacted however are limited to individual homes that may become isolated. Emerald Lakes in Clermont has an ongoing flooding issue that is currently mitigated by the efforts of the subdivision. However if their efforts were to fail there is a wastewater facility that would be inundated and would result in the need to evacuate the subdivision. Most of the county's businesses and critical facilities are not located in hazardous areas and would likely not suffer impacts that would affect the general population.

Hail:

Hail is the precipitation of small pellets of ice that can cause substantial damage to crops as well as damage to vehicles and other property. Up until January 2010, severe hail in Lake County was defined as three-fourths of an inch (penny size) or larger. However, in January 2010, the National Weather Service raised the hail size criteria for Severe Thunderstorm Warnings from 0.75 inch (penny size) to 1.00 inch (quarter size). According to the National Weather Service, within Florida, this is expected to result in only a small decrease in the number of Severe Thunderstorm Warnings, as many storms which have the potential for 0.75" inch hail also have the potential to produce 50 knot + (58 mph +) winds. Since the wind criteria will remain unchanged, many storms capable of producing 0.75 inch to just below 1 inch size hail will still require Severe Thunderstorm Warnings for 50 knot + (58 mph +) damaging winds. Special Weather Statements will continue to be issued for "strong storms", generally those with 45-57 mph winds and small hail, below 1.00 inch.

Hail storm events occur most often during the late winter and early spring severe weather season and often accompany thunderstorms or tornadoes. Severe thunderstorms can happen anytime of the year in Central Florida and produce hail at any time. Mapping between the years of 1955-2002 indicates fewer than 35 severe hailstorms (using the former criteria) have struck Lake County during that timeframe. The locations were evenly spread throughout Lake County due to the random nature of the development of severe storms that generate hail. All areas of Lake County are susceptible to being impacted by hail. A couple of previous occurrences that produced substantial damage include:

- Winter Storm in 1986: A storm that hit Lake County produced hail the size of golf balls in and around the Leesburg area of Lake County.

- Hail Storm of 1992: The most destructive hailstorm in east central Florida history occurred on March 25, 1992 across Lake, Orange, and Seminole counties. An estimated $60 million dollars in damage occurred, with losses concentrated among nursery greenhouses and car dealerships.

Since 2002, there has been hail within Lake County, however, research did not reveal that any of these storm events were in the severe category. Since 2010 there have been ten documented hail storm events in Lake County with hail ranging in size from .75 to 1.75 inches in diameter. None of these hail storms resulted in property damage or crop damage or any significance. Locations and dates of hail storms are listed in the table that follows. Should hail occur, it could cause damage to car dealerships and the agricultural enterprises which include greenhouses, horticulture, foliage, and citrus crops. Damage to car dealerships has occurred in the past and could happen again in the future. This could result in an economic effect to the County. Tourism, critical facilities, and infrastructure would likely not be impacted. Other than injuries to individuals that may get caught out in the hail storm, populations would not affected.

Hail Storm Damage in Lake County Florida 2010-Present[2]

Location	Date	Size	Damages
Lake Minnehaha	6/15/2011	1.00	-0-
Lake Louisa	4/20/2012	1.50	-0-
Astor Park	4/20/2012	1.75	-0-
Howey-in-the-Hills	7/09/2012	0.75	-0-
South Clermont	3/24/2013	1.00	-0-
Sylvan Shores	4/30/2013	1.00	-0-
Lake Dora	4/30/2013	0.88	-0-
South Clermont	5/19/2013	0.88	-0-
Mount Dora	2/12/2014	1.00	-0-
Groveland	6/10/2014	1.00	-0-

Extreme Heat:

Florida is well known for its mild winters, but during the summer months heat can be very dangerous, as it can induce hyperthermia (heat stroke), heat exhaustion, or dehydration.

[2] http://www.ncdc.noaa.gov/stormevents

Extreme heat is especially hazardous to certain segments of the population such as the elderly and young children. Additionally, heat increases the demand for electricity to operate air conditioners, increasing the likelihood of brownouts and blackouts within the electrical grid.

While there are various definitions for extreme heat (or heat waves), the National Weather Service issues a heat advisory when the daytime temperatures will exceed a certain temperature depending on the time of the year. It is during these times that those vulnerable populations will be especially prone to extreme heat-related illnesses and conditions. Florida is quite accustomed to daytime temperatures in the 90's in the summertime. Also, with Florida being a peninsula, the breezes from both coastlines assists in keeping the temperatures generally below 100° F.

Research from past years did not produce data that revealed extraordinary hot spells within Florida. However, a noteworthy period in Central Florida, including all of Lake County, was the heat wave of June – July 1998, when coastal breezes were impeded – allowing temperatures across the region to range between the upper 90's and 101 degrees. Wildfires became extreme in certain parts of Central Florida (National Weather Service, Melbourne). This time was known as the '98 Florida Firestorm. The table below shows the heat threat levels from the National Weather Service

Excessive Heat Threat Chart[3]	
Excessive Heat Threat Level	**Threat Level Descriptions**
Extreme	"An Extreme Threat to Life and Property from Excessive Heat" Highest heat index 120 degrees (F) or greater
High	"A High Threat to Life and Property from Excessive Heat" Highest heat index 110-119 degrees (F) or greater
Moderate	"A Moderate Threat to Life and Property from Excessive Heat" Highest heat index 110-119 degrees (F) or greater
Low	"A Low Threat to Life and Property from Excessive Heat" Highest heat index 105-109 degrees (F) or greater
Very Low	"A Very Low Threat to Life and Property from Excessive Heat" Highest heat index around 105 degrees (F) or greater for July and August or...between 102-104 degrees (F) for June through September or...between 99-103 degrees (F) for May through October
Non-Threatening	"No Discernable Threat to Life and Property from Excessive Heat" Warm season weather conditions are non-threatening

[3] http://www.srh.noaa.gov/mlb/ghwo/heat.php

According to the U.S. Census Bureau, as of 2010, 25.70%[4] of the population in Lake County was aged 65 years or older, representing a rather sizable portion of the county that is more vulnerable to extended periods of extreme heat (or heat waves). The county continues to be a destination for retirees and will most likely see its elderly population grow in the coming years. Also, urbanization will lead to an increase in the "heat island" effect from the increased amount of impervious surfaces, which only exacerbates extreme heat as a hazard in the future. All areas of Lake County are susceptible to extreme heat in the future and its potential impacts. No other significant heat events have occurred other than what is reflected here. Although unlikely, a significant heat wave could damage crops creating an economic effect, the homeless and elderly who may not be able to find a way to cool themselves, and Lake County may need to open shelters for this population. Tourism would not necessarily be impacted as hot weather is expected in Florida. Critical facilities and infrastructure would not likely be impacted.

Tropical Cyclone Events:

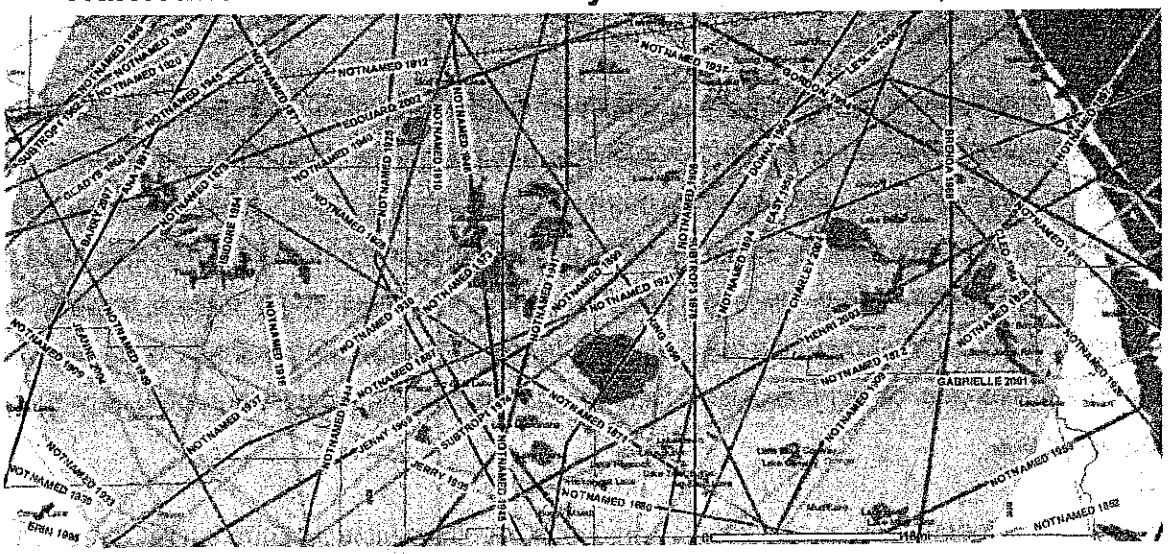
Hurricanes and tropical storms have long affected Florida because of its location. As a narrow peninsula between two warm bodies of water, Florida is regularly affected by hurricanes. The greatest threats to Lake County posed by a hurricane are wind damage and inland flooding. Wind damage from the storm itself is related to wind speed and the accompanying "pressure" that is exerted on structures. When the wind speed doubles, four times more force is exerted on structures. Wind damage can also be caused by hurricane-spawned tornadoes, which can be more destructive than the hurricane itself. Damage can also be caused by wind-borne debris and flood conditions.

Lake County is fortunate to be an inland county, thus not susceptible to storm surge from ocean waters that coastal communities often have to face with hurricanes. Over the course of the past century, a very large number of storms have crossed the Central Florida region from various directions. Lake County is no stranger to tropical systems, which can have severe impacts on health, safety, and the economy. Many of the hurricanes identified as crossing through Lake County were during periods when record keeping did not document a storm name or specific information. Sources of historical hurricane information often provide a large amount of information for coastal locations, but less for interior location. The entire population of Lake County, tourism, agriculture, critical facilities, and infrastructure could be affected by a tropical

[4] http://quickfacts.census.gov/qfd/states/12/12069.html

cyclone depending on the severity of the storm and the path it takes. Mobile homes, poorly constructed and/or substandard housing, apartment complexes, and low-rent housing projects are especially susceptible because of their lack of resistance to high winds, and apartment complexes and low-rent projects because of their size and densities. High wind speeds can cause damage to structures with the most significant threat to mobile homes and other older substandard or unreinforced properties. The total mobile home population in Lake County is estimated at 49,776[5] accounting for nearly 16% of the total county population. This population has to have a safe place to go during possible tornadic activity. While everyone can be impacted, the elderly, those with lower income, and the homeless would be most affected. Tornadoes can cause other cascading events like utility outages, economic loss, and transportation issues along with the hardships that result from the disruption of normal life.

[6]Hurricane Paths in Lake County and Central Florida, 1851-2010



Between 1900 and 2007, in Florida, 334 hurricanes occurred. The total number of major hurricanes, Category 3 or above, between 1851 and 2005, reached 37, resulting in incalculable damages and loss of life. Flooding that occurred from Tropical Storm Fay is discussed in the flooding hazard section and no other significant tropical cyclone hazards have occurred since. The following storms are a few of the more notable events that have impacted Lake County, based on available information:

[5] Lake County CEMP November 2014
[6] NOAA Coastal Services Center

- Hurricane Donna, 1960: This storm impacted Florida as a Category 4 hurricane and traveled northward through the state, heavily impacting the citrus industry up to the Central Florida region.
- Hurricane Charley, 2004: There were some downed trees and power lines in southern Lake County. Three houses were damaged by falling trees. There was no major infrastructure damage (National Weather Service, Melbourne). Orange County and areas to the east of Lake County received substantial damage. This storm is an excellent example of a hurricane that did not lose much potency, despite traveling over land for an extended period of time. The storm exited the state in the Daytona Beach area. If the storm track had been slightly to the west, Lake County could have received substantial damage. The previous LMS notes that Lake County sheltered about 2,000 people during Hurricane Charley.
- Hurricane Frances, 2004: This storm resulted in 417 residences being damaged in Lake County, with 69 destroyed (most mobile homes), 77 business damaged and two (2) destroyed. Damage estimates were near six (6) million dollars (National Weather Service, Melbourne). The previous LMS notes that the damages were higher at approximately $8.5 million and that Lake County sheltered about 4,000 people during Hurricane Frances.
- Hurricane Jeanne, 2004: The impacts in Lake County were that approximately 2,800 residences were damaged, 111 residences destroyed and 60 businesses damaged (National Weather Service, Melbourne[7]).

As mentioned previously, with Lake County being located inland approximately 50 miles from either coast, it is more protected than other parts of the state from the most devastating winds from hurricanes. The county's interior location is not threatened by storm surge from the ocean waters, with the exception of areas along the St. Johns River. These areas may be susceptible to flooding if the outflow of the river into the Atlantic is adversely impacted due to the storm surge pushing the water inland for a period of time.

It is important to note that Lake County has not received sustained hurricane force winds from a hurricane. The county has certainly experienced high winds and gusts that have impacted the residents and businesses of Lake County. With the population of Lake County continuing to grow, the effects of even minor hurricanes and tropical systems will be felt even more than in the past.

[7] 2010 Lake County LMS

Storms from the past, like Hurricane Donna, while costly, were not in today's dollars and did not impact nearly as many people than if the storm hit today. Storms like Hurricane Charley, which hit the Orlando metro area with sustained winds of 85 mph, remind public safety officials that predictions are not always accurate. Despite being an interior county, substantial damage can be done away from the coastline. Furthermore, a slight change in path can make all of the difference in the areas that are ultimately impacted by an event. Through the efforts of mitigation activities, areas can be further protected against known hazards. All areas of Lake County are susceptible to tropical cyclone events in the future, which may potentially be stronger than any others that have previously impacted Lake County. No hurricanes have impacted the State of Florida since 2005.

The intensity of hurricanes is measured by the Saffir-Simpson scale, with sustained wind speeds (measured in miles per hour) to measure the extent of a tropical storm or depression. Once a tropical storm reaches wind speeds of greater than 74 miles per hour, it is then classified as a Category 1 hurricane). It is important to note that in 2010, the National Weather Service and National Hurricane Center have changed its criteria by no longer correlating wind speed with storm surge height. No two storms are the same and less intense storms could in fact created storm surge that is comparable to stronger storms.

Saffir-Simpson Scale and Typical Damage[8]		
Scale	**Wind Speed**	**Typical Damage**
Category 1	75-95 mph	Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
Category 2	96-110 mph	Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
Category 3	111-129 mph	Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
Category 4	130-156 mph	Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months
Category 5	>157 mph	A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

[8] http://www.nhc.noaa.gov/aboutsshws.php

Thunderstorms/Wind/Lightning:

Any person who has been a resident of Central Florida during the summer is well aware of the typical weather patterns during this season. Warm mornings give way to afternoon thunderstorms that are typically localized and can be very intense. Compared to many other places in the nation, Central and South Florida receive an exorbitant amount of lightning strikes that are responsible for numerous deaths and property damage every year. The Central Florida region between Tampa and Orlando has been dubbed the "Lightning Capital" of the United States. Here, warm, rising air pulls in sea breezes from the Atlantic Ocean and the Gulf of Mexico. On average, much of Lake County receives 6.0 to 7.5 flashes per square km, a relatively high flash density during storms. With regard to a scale for lightning, there is no scale for (such as weak vs. strong).

It is true that lightning does not cause as much widespread damage as hurricanes, although when looking at data on the ignition source of fires in Central Florida, lightning is a direct cause. Lightning plays a crucial role in the fire based ecologies of the forests; unfortunately, it also plays a role in fires that might threaten human life and property. Many of the fires in 1998[9] that impacted the State of Florida were ignited by lightning strikes.

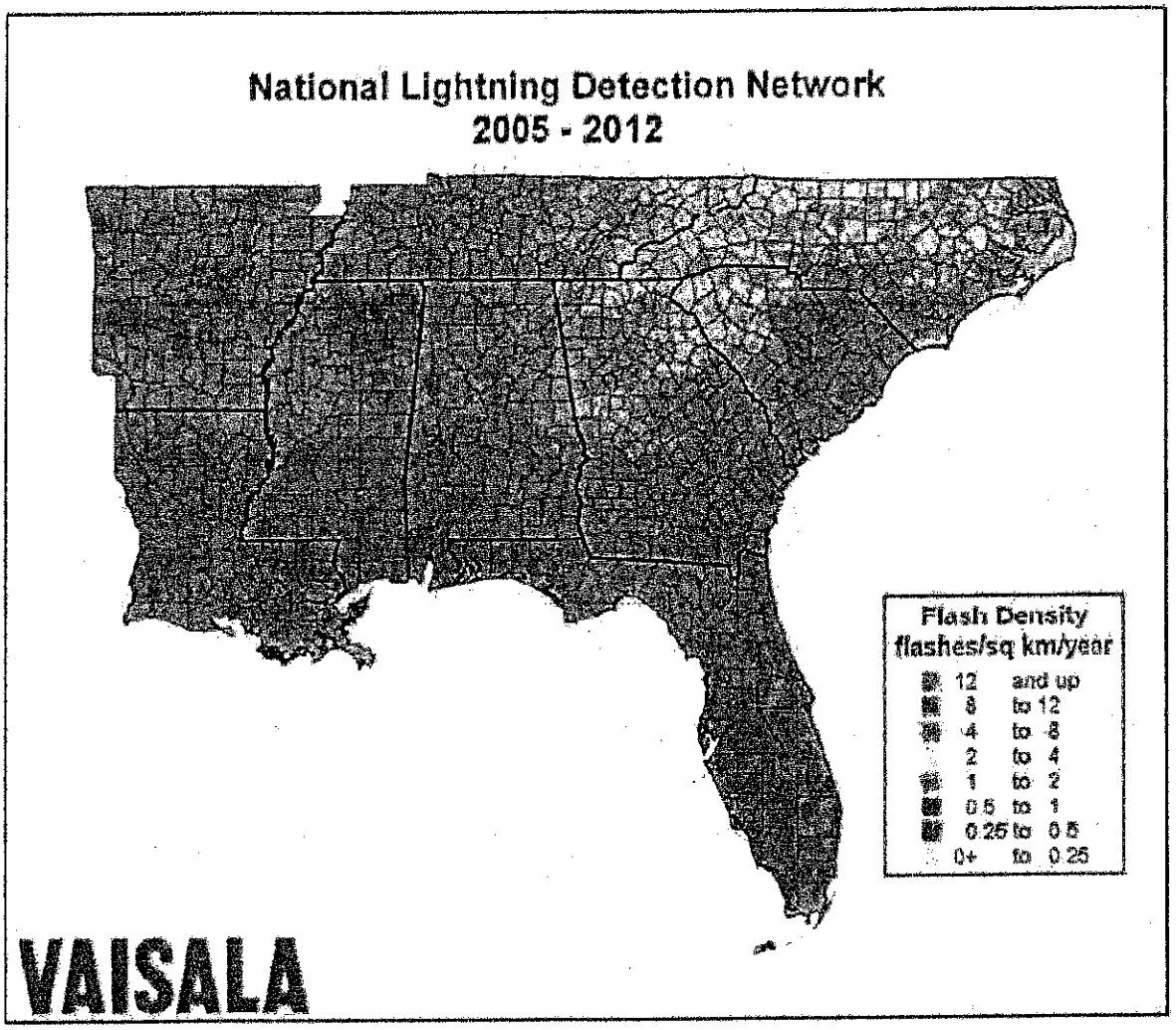
Due to Lake County's location in Central Florida, there are a large number of lightning strikes- and loss of life can primarily be prevented by proper public education. Damage to buildings can also be prevented by lightning rod systems and surge protectors to reduce the risk of fires. All areas of Lake County are susceptible to lightning strikes and their potential effects. Any lightning bolt can kill.

Within Lake County, 13 deaths and 37 injuries occurred between 1959 and 2007, with a total of 449 deaths statewide in the same period. This included a man who was struck and killed in June 1990 while on a golf course in Lake County, and a fourth grade teacher at Eustis Heights Elementary School who was struck and injured in 1988 while standing in an exterior doorway. Since 2010, twenty[10] people have died in Florida from lightning strikes, an average of 3+ people per year, although none in Lake County, while some 25+ people are injured on average in the United States. Lake County could expect 4-12 lightning flashes per square kilometer per year.

[9] U.S. Fire Administration, 2004
[10] http://www.lightningsafety.noaa.gov/victims.shtml

As of this update there have been no other documented cases of death or injuries from lightning in Lake County. A graphic indicating lightning flash density follows.

[11]



Generally speaking, all of Lake County is subject to the effects of Thunderstorms, Wind, or Lightning. It is anticipated since Lake County has experienced lightning storms before, it will likely occur again. Wind events in recent history have averaged from 40 to 70 knots and it is likely that those will occur again as well. The county has certainly experienced high winds and gusts that have impacted the residents and businesses of Lake County. With the population of Lake County continuing to grow, the effects of thunderstorms and wind events will be felt even more than in the past and substantial damage can be experienced by residents. With severe thunderstorms and lightning, segments of the population could be negatively affected.

[11] Lightning data from Vaisala.com provided in a media release dated 6/2013

Agriculture concerns could suffer damage and economic losses. Individuals in open areas such as golf courses and parks are at risk as well as those that may be participating in boating or other water activities on the numerous lakes and streams in Lake County. Critical facilities and infrastructure would be possibly impacted in a devastating storm but not in what has occurred normally. Since 2010, there have been 13 thunderstorm/wind events that have impacted Lake County. Details of these impacts are listed in the following table.

Thunderstorm/Wind Events in Lake County 2010-2015[12]

Location	Date	Magnitude	Property Damage
Mascotte	1/25/2011	61 kts EG	$500K
Ferndale	1/25/2011	56 kts EG	$20K
Mascotte	3/30/2011	50 kts EG	-0-
Grand Island	3/30/2011	50 kts EG	-0-
Leesburg Airport	3/30/2011	54 kts EG	-0-
Tavares	3/30/2011	50 kts EG	-0-
Astor Park	4/20/2012	52 kts EG	$.5K
Groveland	5/15/2012	50 kts EG	$.4K
Lady Lake	8/10/2012	50 kts EG	-0-
South Clermont	3/24/2013	56 kts EG	-0-
Lake Louisa	3/24/2013	70 kts EG	$250K
Lake Louisa	3/24/2013	65 kts EG	-0-
Mt. Dora	6/11/2013	Heavy Rain	$10K
Lake Griffin	7/4/2013	50 kts EG	-0-
Minneola	4/30/2014	43 kts EG	$2K
Tavares	6/10/2014	48 kts EG	$1K

Sinkholes/Subsidence:

Topographically, Florida is part of a large Karst formation that comprises a section of the southeastern portion of the United States. Karst refers to the rock "foundation" that is slowly eaten through by chemical weathering eventually leading to subsidence or sinkholes. In Florida,

[12] http://ncdc.noaa.gov/stormevents

the rock is generally limestone or gypsum, but it can be other types as well. The Karst terrain is also marked by the numerous caves and underground drainages.

Lake County is ranked as number 10 on a list of the top sinkhole prone counties in Florida[13] and experiences several sinkholes a year, usually on private property. In cases where sinkholes occur in the public right-of-way, the Lake County Department of Public Works and/or the Florida Department of Transportation are notified to assess the sinkhole activity. Sinkholes impact the community generally by physical destruction. Their extent is generally measured in terms of the diameter of the opening and/or their depth (both usually measured in feet). Any size sinkhole is a threat because they can cause harm to people, vehicles or entire structures, as they succumb to the unstable ground.

Although it might be true that some areas of Central Florida are more prone to sinkholes than others, it must be realized that all areas of Lake County are susceptible to sinkholes and their potential effects. The county as a whole has more sinkhole activity in the central portion of the county, with areas outside of the county to the north and east having much more activity, based on sinkhole reports by the U.S. and Florida Geological Surveys. However, this does not mean that extreme damage cannot occur anywhere; all it takes is one sinkhole to severely impact life and property. Sinkholes can be caused by water ponding; canting of fence posts; collapse of bulkheads; and other hydro-geological factors.

According to the Florida Department of Environmental Protection there were approximately 100 sinkholes reported to that agency since 1964 (FDEP Sinkhole Database), not including reports from other agencies. This number is probably lower than the actual amount considering that there are numerous sinkholes that are never reported to the authorities. Subsidence occurs because of settling of soil underneath the foundation of structures and typically results in minor, repairable damage. It can, however, in some cases result in the structure being condemned. Below are some of the more notable sinkhole occurrences that have happened in Lake County:

- June 2000: An extended drought was blamed for a sinkhole 20 feet wide that opened in Lake County.
- February 2004: A sinkhole approximately 30 feet in diameter opened up in Clermont, forcing a family to relocate until it could be filled.

[13] http://www.riskmeter.com/RiskMeter/RiskMeter-Announces-Top-Ten-Sinkhole-Prone-Counties.htm

- November 2005: A large sinkhole forced a Mascotte family out of their home while it was determined if there was a threat to the structural integrity of the house.
- August 2006: A sinkhole opened in Clermont that was approximately 20 feet in diameter and closed Maridru's Lane.
- September 2007: A large, growing sinkhole forced several families in Clermont to relocate after a neighbor's house was condemned.
- June 2011: A sinkhole swallowed part of a Leesburg store building on East Main Street caused by wet weather after a dry spell causing the ground to become too heavy and collapse.
- August 2013: A sinkhole opened up in Clermont at the Summer Bay Resort causing a building to slowly sink and prompting the evacuation of three buildings.
- August 2015: A sinkhole opened up in Groveland which resulted in a boil water notice for some and no water for those closest to the location of the sinkhole including one school.

Depending on the location of the sinkhole, residents' homes, tourists in transient housing, critical facilities, infrastructure, and agricultural concerns could suffer negative effects. Economic effects could vary again depending on the size and location of the sinkhole.

Tornadoes:

Similar to hurricane data, there is only reliable recorded data for tornadoes since 1950. Although the Midwest has the reputation for the worst tornadoes, Florida experiences the most number of tornadoes per square mile of all the states. Florida has averaged 52 tornadoes reported per year since 1961, with an average of two fatalities per year. Florida's tornadoes are generally of shorter duration (3 miles) and have narrower paths (125 yards wide). Mapping indicates that about 95 percent of the county is in the 1 in 250-year risk area, and the remainder in the 1 in 500-year risk area. All areas of Lake County are susceptible to tornadoes and their potential effects.

Because of the unpredictable patterns of tornadoes, and because the entire state of Florida has a relatively high risk, the entire County is vulnerable to tornado-induced damage. The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Mobile homes, poorly constructed and/or substandard housing, apartment complexes and low-rent housing projects

are especially susceptible because of their lack of resistance to high winds, and apartment complexes and low-rent projects because of their size and densities.

There have been 51 recorded tornadoes in Lake County since 1950 that have caused somewhere between $226,470,050 and $241,320,500 in total damage. These same tornadoes have also been responsible for 231 injuries and 26 deaths.

The Fujita Scale (now the Enhanced Fujita Scale) is used to determine the intensity of tornadoes. Most of the tornadoes that have hit Lake County have been on the lower spectrum, in the F0 or F1 range. On February 1, 2007, the National Weather Service switched from the Fujita Scale to the Enhanced Fujita Scale to better reflect examinations of tornado damage surveys, aligning wind speeds more closely with associated storm damage. The Fujita Scale levels are listed in the table on the next page.

Measuring the Intensity of Tornadoes (Extent [14])			
Fujita Scale		Enhanced Fujita Scale	
Scale	**Wind Speed (mph)**	**Scale**	**Wind Speed (mph)**
F0	40-72	EF0	65-85
F1	73-112	EF1	86-110
F2	113-157	EF2	111-135
F3	158-206	EF3	136-165
F4	207-260	EF4	166-200
F5	261-318	EF5	>200

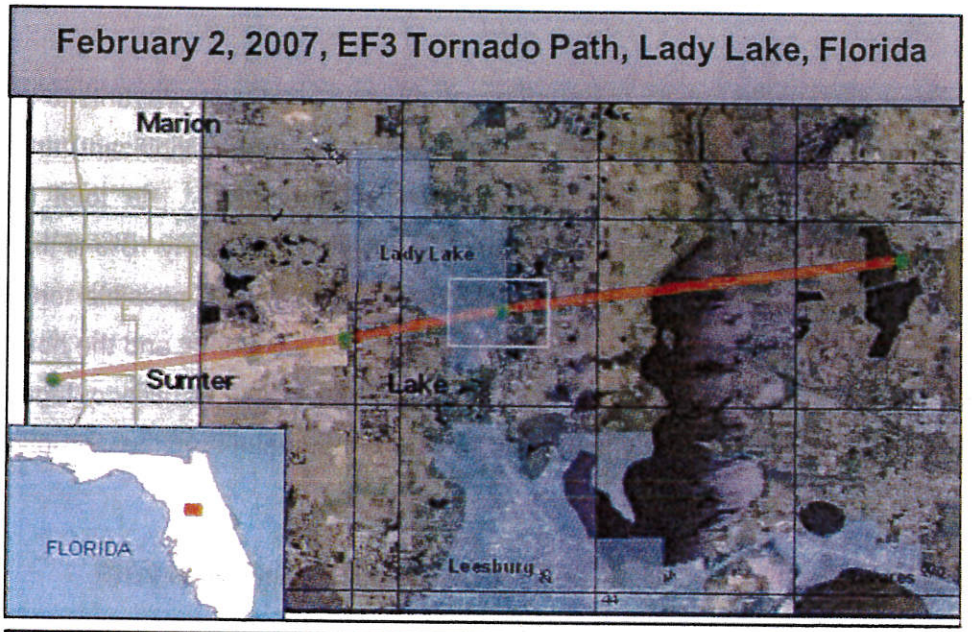
Historic significant events are noted in the 2010 plan. There have been few significant tornado events in Lake County in the last five years. However, worth noting is a storm that happened in 2007 for the purpose of this plan.

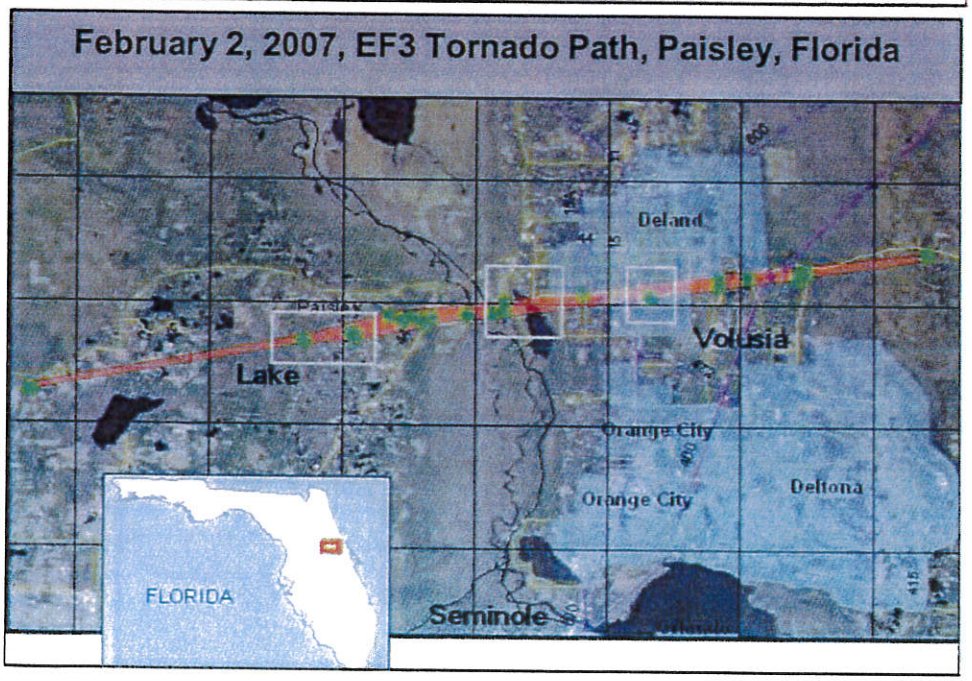
- The Groundhog Day Tornado Outbreak, February 2, 2007: On the morning of February 2, 2007, a powerful storm system moved across Lake County from the west producing three tornadoes, two of which had large impacts on the County and resulted in a Presidential Disaster Declaration. The first tornado touched down in Sumter County, near Wildwood, and moved toward the Villages and Lady Lake. This tornado registered as an

[14] http://www.srh.noaa.gov/oun/?n=efscale
The EF scale still is a set of wind estimates (not measurements) based on damage.

EF3 on the Enhanced Fujita Scale and created a swath of destruction along its 17-mile path, killing eight.

The second tornado touched down near County Road 42 in northern Lake County in between Altoona and Paisley. This tornado was responsible for 13 deaths as it traveled its 26-mile path. In addition to killing 21 people in Lake County, these tornadoes caused approximately $98 million in damages. These storms struck in the early morning hours when many people were sleeping and unable to receive emergency messages. Storm path graphics follow.





This was the worst natural disaster in the county's history and officials were determined not to let it happen again. In February 2011, Lake County launched a new warning system that calls residents directly when there is a public safety emergency. Alert Lake was the new emergency notification system and for tornado warnings (or other significant incidents i.e. natural disasters, warning from law enforcement, chemical spill, flooding, or other emergencies), it automatically calls people on a phone number that is registered. For those who have landlines in their homes, the 911 database is utilized. For those that do not have a house phone but want to know about severe weather when on the go, the Alert Lake system can also send messages straight to a cell phone.

Due to the unpredictable nature of tornadoes, all of Lake County is vulnerable to their impacts. High wind speeds can cause damage to structures with the most significant threat to mobile homes and other older substandard or unreinforced properties. The total mobile home population in Lake County is estimated at 49,776[15] accounting for nearly 16% of the total county population. This population has to have a safe place to go during possible tornadic activity. While everyone can be impacted, the elderly, those with lower income, and the homeless would be most affected. Tornadoes can cause other cascading events like utility outages, economic loss, and transportation issues along with the hardships that result from the disruption of normal life.

The table below lists the incidences of tornadoes in Lake County since 2010.

Tornado/Funnel Cloud Events in Lake County 2010-2015[16]			
Location	**Date**	**Magnitude**	**Property Damage**
Dona Vista	9/12/2010		-0-
Grand Island	8/5/2011	EF0	$25K
Lady Lake	9/24/2011		-0-
Lake Louisa	6/24/2012	EF0	-0-
Eustis Airport	6/25/2012		-0-
Tropical Shores	4/30/2013		-0-
Mt. Plymouth	2/23/2014		-0-

[15] Lake County CEMP November 2014
[16] http://ncdc.noaa.gov/stormevents

Wildland Fire:

Forest fires pose a serious threat while playing an important role in Florida's ecology. Much of the northeast portion of Lake County lies within the Ocala National Forest, which contains many longleaf pines that are a fire dependent species of tree. It is important to understand that much of the Ocala National Forest is a fire-based ecology, and as such, special precautions should be made by those who reside within it. The "La Nina" weather effect occasionally causes an extended drought period.

Controlled burns reduce the amount of fuel that might build up over years of not having a fire. The Florida and US Divisions of Forestry have incorporated controlled, naturally occurring, and prescribed burns into their forest management plans. Uncontrolled wildfires will continue to threaten Lake County and it is important to understand the actions that can take place to reduce the threats posed by wildfires. All areas of Lake County are vulnerable to wildfires, particularly in the northeast and southern portions of the county outside the most urbanized areas.

There is no scale, per se, to measure the intensity of fires, as all flames burn and even small fires can adversely impact homes and businesses. While certain jurisdictions are more likely to experience direct incidents of forest fires (those in the southern portion and north eastern portion of the county), the effects can be felt throughout the county in terms of redirected personnel to fight the fires and smoke coverage which can affect visibility as well as air quality. These effects can be most severe for the elderly with compromised respiratory systems and the homeless who may not have a place to get away from the smoke. The homeless population is Lake County since 2007 had a high count of 1,019 and a low of 282 according to the Department of Children and Families Council on Homeless 2013 Report. This number is based on a 24 hour count on one day and has an average of 582[17].

All of Lake County may be impacted by wildfires during the especially months with minimal rainfall. Carelessness can lead to wildfires during dry or windy conditions and when burning restrictions are not followed. Even with prescribed burns, Lake County remains at risk for brush fires in unincorporated areas and at the wildland/urban interface areas. Since 2010, the only published account of a burn ban was ordered in Lake County from February to June 2012.

[17] http://www.dcf.state.fl.us/programs/homelessness/docs/2013CouncilReport.pdf

The following highlight a few of the more notable forest fires in Lake County, which are briefly summarized.

- Fires of 1998: Unusually extended periods of hot weather coupled with little rainfall created the ideal situation for an outbreak of forest fires in Central Florida in the summer of 1998 (NOAA). Some 2,200 fires occurred that summer, with most of the damage being caused by a few of the very large ones. All jurisdictions within Lake County were affected to some degree by the prolonged heat and wildfire threat.
- Fire of 1999: The smoke from a large brush fire near Groveland was responsible for 5 accidents on March 3, 1999. Seven people were hospitalized. The jurisdictions affected were unincorporated Lake County and the City of Groveland.
- Fires of 2000: High temperatures and an extended dry period allowed for 13 fires to flare up during the summer of 2000 – burning some 4,000 acres of central and southern Lake County. All jurisdictions within Lake County were affected to some degree by this large scale fire.
- Green Swamp Fire of 2001: An illegal trash fire started a 10,000 acre blaze that blanketed much of central and south Lake County in smoke. This smoke was responsible for several accidents due to low visibility on U.S. 27, and respiratory problems for at-risk citizens. The primary jurisdictions affected were Groveland, Clermont, Mascotte, Montverde, and unincorporated Lake County.
- Wekiva River Fire of 2007: Some 36 residences were evacuated near the Wekiva River after a 1,000 acre fire burned within a quarter mile of the homes in May of 2007. The primary jurisdiction affected was unincorporated Lake County.
- Deerhaven Fire of 2008: Approximately 140 homes near Deerhaven (northeast Lake County) were evacuated after a 1,000 acre blaze threatened to close off a main road to these houses. The Deerhaven Wildfire became out of control after 25 mph wind gusts made it difficult to contain. The primary jurisdiction affected was unincorporated Lake County.
- 2012 Groveland Fires: January had a 300 acre fire on County Road 33 which was difficult to contain due to swamp conditions before rain helped firefighters contain the blaze. February had a fire in Clermont that shut down Thompson Place near CR 561 as the fire continued to burn in swampy area. April had a fire north of State Road 50 near Timber Lake Village which had to be contained before reaching a nearby swamp which could have resulted in a muck fire that lasted for weeks.

- April 2012 Sorrento: An illegal burn in a yard spread quickly and threatened homes.

Wildfires in Lake County primarily affect wooded areas with low population density and do not typically pose a danger to highly populated areas. However, wildfires can still impact all jurisdictions in Lake County. Structures, critical facilities, infrastructure, and housing for vulnerable populations have some exposure to impact by wildfires. An exact dollar loss cannot be determined due to the fact impact is undefined. There have been no significant wildfires other than those reflected here.

Erosion:

Erosion occurs when land is worn away by the action of natural forces in waves, currents and wind. Even though erosion is a natural process, it can be either mitigated or enhanced by human activity. Lake County has not seen any large erosion events that have caused widespread damage to property. However, erosion is being addressed along the Wekiva and St. Johns Rivers. Erosion can result in structures adjacent to water bodies becoming damaged or destroyed because they are not able to be supported by the ground. There is no scale, per se, to measure the magnitude or severity of erosion, as even small amounts of erosion can lead to substantial damage to homes and businesses. Erosion is most likely to take place within Lake County along the Wekiva and St. Johns Rivers to the northeast, as well as along streams, creek beds, lakes and other bodies of water that are scattered throughout the county. All residents need to be vigilant about erosion in areas that are adjacent to bodies of water.

According to the St. Johns River Water Management District, the Florida Legislature passed the Wekiva River Protection Act in 1988 which requires the river's surrounding counties to amend their comprehensive plans and land development rules to deter wetlands losses and protect wildlife habitats. The act authorizes local governments to create rules to treat stormwater runoff. Special rules are also in place for development in the basin that require additional stormwater treatment and established protection zones along the waterways to preserve wetlands, uplands and water quality and reduce erosion and groundwater drawdown.

Since 2010, there has been one incident of erosion in Clermont. In April 2013, rainfall of 3 to 4 inches in a short period of time, associated with a strong thunderstorm, caused a steep 30 foot section of ground adjacent to State Road 50 in Clermont to slide into a home. The mudslide destroyed a home on Sunnyside Drive. Mud several feet high entered the home. The drainage system in the area was designed several decades ago and could not handle the excessive rain

rate. Property damage was estimated at $75,000. There have been no other documented incidents in Lake County. This hazard will be considered for exclusion in the next update due to its limited impact and probability for Lake County. Erosion impacts would be fairly limited in scope as impacts to populations, tourism, agriculture, economic interest, critical facilities and infrastructure have not be realized in the past.

Winter Storm/Freeze:

Each winter, Florida faces the threat of at least a moderate freeze. For Lake County this hazard is a potential problem centered on the vegetable, foliage, and citrus industries. All portions of Lake County have been impacted by episodes of freezing temperatures in the past and are susceptible to freezing temperatures in the future. Episodes of extreme freezing temperatures would be widespread to all locations and not just specific locales, as extremely freezing temperatures are not typical for the Florida climate. If temperatures reach freezing levels for extended periods of time, combined with other climatic factors, crop or landscape damage may occur, having a significant impact on the county's economy and employment base.

The freeze line runs through the northern part of Lake County just north of Altoona although the entire county could be impacted. Personal injury or death due to freezes is not considered a hazard except for the homeless and indirectly through fire caused by incorrect or careless use of space heaters, etc. However the elderly may be impacted as well as young children and since it is anticipated that the elderly population will continue to increase, there is a chance that this population could see some impact from winter storms and freezes. Additionally, consumer demand of electricity during periods of very extreme cold weather may overload the electrical grid, which may cause outages and have a significant impact on electrically-dependent critical facilities and persons. Critical facilities, infrastructure, and tourism would likely not be affected by winter storms and freezes.

One of the most significant freezes took place within Florida in February, 2001, when the president declared a major disaster declaration for Florida to allow funds to reach those individuals impacted by the event. The agricultural industry was severely impacted and resulted in many individuals being out of work. Since 2010, two freeze and one wind chill events occurred in Lake County and none have occurred since. These are outlined in the table below.

Freeze and Wind Chill Events Lake County 2010-2015			
Location	**Date**	**Type**	**Crop Damage**
Lake	12/14/2010	Frost/Freeze	-0-
Lake	12/14/2010	Cold/Wind Chill	-0-
Lake	12/27/2010	Frost/Freeze	$1.830M

With regard to a scale to measure the magnitude or severity, the National Weather Service issues a threat awareness chart regarding one's vulnerability to the hazard of excessive cold temperatures, especially wind chill. Of the cold weather hazards that can be expected, the most likely for Lake County are the crop-killing freezes. Lake County is not normally subject to the types of winter storms experienced in the panhandle that can include snow precipitation and accumulation; typical effects are from wind, wind chill, and freezes.

Dam or Levee Failure:

According to the Florida Department of Environmental Protection, there are four dams within Lake County. These dams are located in unincorporated Lake County, but could affect not only jurisdictions within Lake County, but also in other locations in Central Florida. To date, there have been no reports of damages as a result of dam failures, however, any issues in the future would likely be as a result of the Burrell Lock and Dam, as well as the Cherry Lake Dam. The Burrell Lock and Dam is located in northwest Lake County north of the City of Leesburg in the vicinity of Lake Griffin. The Cherry Lake Dam is located in southern Lake County, between the Cities of Groveland and Clermont at Cherry Lake.

Dams in Lake County, Florida			
ID	**Name**	**Coordinates**	**Hazard Rating**
GNIS 285216	Lake Apopka Lock and Dam	28-7228093 -81.6846338	Low
FL00708	Burrell Lock and Dam	28.87147762 -81.78334004	High
FL00704	M-1	28.74693623 -81.87480155	Low
FL00707	M-6A	28.64541554 -81.8727474	Low
FL00437	Cherry Lake Outlet	28.59693471 -81.822482	Significant

According to Mr. Ron Hart of the Lake County Water Authority[18]:

- "The Burrell Dam has the capacity to cause damages to the low lying property both downstream of the structure as well as around Lake Griffin, especially if discharges out Moss Bluff are not adjusted to accommodate the increases in flow. However, if discharges are managed properly at the Moss Bluff Dam, damages should be limited to low lying areas around Haynes Creek.
- The Cherry Lake Dam can cause damage downstream due to prolonged and excessive discharges that result in the capacity being exceeded at any of the five dams downstream. The dam has a very long levee system that increases the exposure to catastrophic damage and uncontrolled discharges."

No evaluations or studies have been conducted to determine the extent of damage that might be caused in the event of a failure. It has been determined, however, that the total amount of damages might exceed the cost to repair or replace these dams. Most of the areas impacted would be residential homes with local roadways and lift stations may be impacted causing issues. Specific areas of concern include the following however the impact is limited and isolated in focus:

- Timber Village/Groveland – Residential mobile home community of approximately 50 homes that may become flooded or have limited access.
- Isolated homes along levees that number less than five homes.
- Pasture flooding in an isolated area with no structures involved.
- Homes at the end of Indigo Road which will have limited access and number approximately 15.
- Plantation Golf Course has 3 to 4 holes that would be underway. This was known when the property was developed and golfers can bypass the area to finish playing. The golf course is responsible for repairing any damages.

How Bad Could It Get?

Estimations regarding how bad it could be in the future are based on available information from historical events and other data from the region and the state. Understanding how bad it could

[18] Lake County LMS 2010

be allows officials to better understand worst case scenarios. The table below is a first step in documenting how bad the effects of each hazard could be in the future, including the potential loss of life from each hazard.

How Bad Could It Get?		
Hazard	**Effects**	**Answers**
Dam/ Levee Failure	How deep on the ground could flooding be? How many acres affected?	A flooding event due to a dam/levee failure could result in water greater than six inches in depth within the impacted area. Depths would be greatest closest to the breach and likely lessen the greater the distance from the breach.
Drought	How severe on drought index.	Drought within Lake County could reach moderate to severe levels (400 to 800) out of a potential score of 800 on the KBDI Index.
Erosion	How many feet are lost per year?	Less than 1/4 inch of shore or riverfront are lost per year, on average. Erosion debris flow varies.
Extreme Heat	What is the maximum temperature to expect?	The maximum temperature in Florida would be approximately 109 degrees. In some instances, particularly within landlocked counties like Lake County, the temperature could be above 100 degrees due to the lack of a sea breeze.
Flooding	How deep on the ground could flooding be?	Most flooding within Lake County due to ponding of water in low lying areas could result in depths of around six inches. The rising waters of the St. Johns River could result in water that is 3 to 5 feet deep on the roads adjacent to the river, based on past flooding events.
Hail	How big could the hail be?	On average, Lake County has seen hail from .75 to 1.75 inches in diameter. In the future Lake County could receive the same size diameter hail and even greater sizes which can occur from extremely high cloud tops that develop.
Sinkholes	How deep and what diameter could a sinkhole be?	Sinkholes can have a diameter of greater than 200 feet. Sinkholes can be shallow or develop depths that are greater than 100 feet, creating extremely dangerous situations, swallowing entire structures.
Thunderstorms /Wind/Lightning	How much rainfall can be expected? How high can associated winds get? Can lightning start a fire?	Lake County is very susceptible to thunderstorms, high winds, and lightning which may cause fires in the future during dry periods, more so within unincorporated Lake County within forested areas. Lake County is part of lightning capital of the US and could expect 4-12 lightning flashes /sq km per year..
Tornadoes	What category on the Enhanced Fujita Scale could impact the jurisdictions?	A tornado with the greatest intensity of EF5, with winds of greater than 200 MPH, although rare, could occur in Lake County. The maximum that has occurred has been EF3 in February, 2007.
Tropical Cycle	What category on the Saffir Simpson Scale could impact the jurisdictions?	It is not impossible for a Category 5 hurricane, with winds of 155 MPH, to impact Lake County, however, due to inland location the predominant number of storms would be Category 4 or less.
Wildfires	How big or how many acres could be expected to burn?	Due to the amount of forested areas within Lake County and historic activity, wildfires could reach the size of thousands of acres (the greatest has been approximately 4,000 acres in 2000).
Winter Storm Freeze	How cold could it get? What is the worst winter weather precipitation Lake County could get?	Temperatures in Lake County can be as low as single digits, but rarely below zero. Also, light freezing rain has been reported. Frozen precipitation in small amounts, although not commonplace, is possible within Lake County.

Vulnerability:

Per 44 CFR 201.6(c)(2)(ii), the Local Mitigation Strategy must include an assessment of vulnerability to all hazards. For some hazards such as lightning, hail, high winds, excessive heat, and freezes, all jurisdictions are equally at risk to these hazards and have similar vulnerabilities. For other hazards, some areas are more vulnerable than others due to geographical or property characteristics. These hazards include flooding, sinkholes, wildfires and dam/levee failure.

In the 2010 LMS Plan, flooding was ranked as the number one hazard, high winds ranked as the number two hazard, and wildfires were ranked third. At this time there has been no change to the ranking.

Assessing Vulnerabilities:

Repetitive Loss Properties:

The Flood Mitigation Assistance (FMA) Grant Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 to reduce or eliminate claims under the National Flood Insurance Program (NFIP). The FMA Grant program was change in FY 2013 by the Flood Insurance Reform Act of 2012 (Public Law 112-114). The primary objective of the Repetitive Loss Properties Strategy is to eliminate or reduce the damage to property and the disruption of life caused by repeated flooding of the same properties. A specific target group of repetitive loss properties is identified and serviced separately from other NFIP policies by the Special Direct Facility (SDF). The target group included every NFIP-insurance policy that since 1978 and regardless of an ownership change during that period has experienced:

- Insurance property with 2 flood claims where the repairs equaled or exceeded 25% of the market value of the structure at the time of the flood event.
- Insured property with flood history of 4 or more separate claims of $5K each with cumulative total exceeding $20,000 or at least 2 claim payments where the cumulative amount of 2 claims exceeds the market value of the structure.

Although the FMA Grant Program is federally funded, and administered through a partnership with the Florida Division of Emergency Management (FDEM), local and Native American Tribal governments, and the Federal Emergency Management Agency. Authority and responsibility for developing and maintaining a State Mitigation Plan, assisting local and Native America Tribal

governments in developing and maintaining Flood Mitigation Plans, reviewing FMA Grant sub-applications, recommending cost effective sub-applications to FEMA and providing pass-through grant funds to awarded FMA Grant projects from eligible sub-applicants resides with FDEM. They also are responsible for ensuring the projects funded are completed and all reporting requirements are met.

As of 2015 LMS plan update, there are four (4) repetitive loss properties in Lake County (Astor), and all are residential and are located in unincorporated Lake County. There are no documented repetitive loss properties in the municipalities participating in this plan. The Lake County Department of Public Works continues efforts to work with these property owner(s) to find possible solutions to the flooding problems. Total payments made for all repetitive flood loss properties in the past has been $218,802. Lake County and the jurisdictions are continuing to work with property owners to resolve all issues related to repetitive flooding.

Local Match Requirement/Potential Funding Sources:

A very important component of the application process for mitigation process is the identification of funding source(s) to meet the local match requirements for respective projects. While cash match provided by the applicant is an option, the identification of outside funding sources is often sought to create less financial hardship for the applicant. There are a variety of other programs that could potentially be viable sources for mitigation projects. While they all have their own programmatic rules and requirements, there is often the ability to use these programs as tools and resources to assist in the completion of mitigation projects.

The first source of funding may come from the various programs sponsored by the Florida Division of Emergency Management (FDEM). The Emergency Management Preparedness and Assistance (EMPA) Trust Fund, for example, is one potential source. This program provides grants to county emergency management programs within the State of Florida, which are intended to further state and local emergency management initiatives. Various Federal programs under the direction of the FDEM Mitigation Unit are a potential resource as well, such as the National Flood Insurance Program, the Flood Mitigation Assistance Program, and the Pre-Disaster Mitigation Program. There is also the Residential Construction Mitigation Program (RCMP), which provides technical and financial resources to homeowners for hurricane retrofitting. If homeowners are recommended for the program, they are eligible for a forgivable

loan to complete the retrofitting recommendations. Since, 2010, the Repetitive Flood Claims Program and the Severe Repetitive Loss Program were eliminated.

There are also other programs offered, such as the Community Development Block Grant (CDBG) Program and Florida Communities Trust; the Florida Department of Environmental Protection's Florida Coastal Management Program, and various programs under the US Army Corps of Engineers; US Department of Agriculture; US Department of Commerce; US Department of Homeland Security; and the US Department of Housing and Urban Development. This list is not exhaustive, as there are also various other agencies and organizations that provide funding opportunities. This list will continue to be improved upon and shared with mitigation partners in order to assist them in their planning and funding efforts.

Land Use Trends and Potential Loss:

Land use especially within hazard-prone areas has an impact on vulnerability as some uses may be more prone to disaster related damages than others. Residential and industrial development are examples of this. Individual jurisdictions have the most significant and legal authority over land use policy and can make an analysis of potential land use projects to determine if a mitigation strategy is necessary. Local current land uses and potential for new development reports along with future land use and general development trends are indicative of how future development will impact the LMS for Lake County. Careful consideration of potential risk from various hazards can help guide thoughtful land use to minimize vulnerabilities in the future. When necessary to further local effort, modifications to plans, ordinances, codes and similar policies can be proposed as initiatives for consideration into the LMS.

Critical Facilities and Structures:

Lake County maintains an inventory of critical facilities, infrastructure and structures that are located within hazard area. This list includes but is not limited to emergency services facilities, medical facilities, government facilities, schools, emergency/evacuation shelters, fire and police stations, emergency operation center, facilities used by special needs populations, and any other facilities identified by Emergency Management. This list is updated annually.

The LMS Working Group has identified goals and objectives to guide the development of this plan. These goals and objectives provide focus for the activities of the LMS Working Group toward mitigation efforts that will meet the needs of the jurisdictions.

The goals selected by the LMS Working Group are related to the broad mitigation needs and capabilities of the communities involved, rather than addressing a specific hazard type or category. Therefore, these mitigation goals and objectives are multi-hazard and are the mitigation related capabilities that are important to Lake County. These will be present in each participating jurisdiction in the future as the goals are achieved.

Mitigation Actions:

Each goal is following by several objectives that provide more specific steps to be taken by the LMS Working Group and the jurisdictions to achieve the broad-based, long-range direction for planning. Objectives define the steps that are actionable for implementation by the LMS Working Group and associated community partners.

The objectives are intended to guide selection and implementation of mitigation projects that are included in the project list. The closer the goals and objectives are to reaching a more resilient, disaster community, completion of those projects will further improve the community and achieve the goals of the mitigation planning process.

Since the 2010 plan, Lake County has completed four projects and one was terminated. This list is included in Appendix I. Projects that remain open are generally open due to the fact that match funding is even more difficult to find within local government budgets and mitigation initiatives and generally do not take precedence over providing the basic services that are expected to be provided by local governments to citizens. Also, it is important to note that although a project may be listed as completed, that does not mean it was necessarily funded by FEMA. The initiative may have been completed by the local government on its own or was funded by alternative funding sources. This document is meant to be a planning tool that is not completely reliant on FEMA assistance to add, fund, or complete projects identified within the plan.

It is anticipated that the list of completed projects will grow as there is one mitigation project currently underway as of the plan update that is not yet completed. The intent is to identify a comprehensive range of hazards with involvement by all jurisdictions within Lake County. Every jurisdiction has an identifiable project/action item within the LMS project listing. Appendix I identifies all of the projects, listed by priority score.

Mitigation Goals and Objectives:

Goal 1: Local government will have the capability to develop, implement, and maintain effective mitigation programs.

Objective 1.1: Data and information needed for defining hazards, risk areas, and vulnerabilities will be readily available.

Objective 1.2: Emergency services organizations will have the capability to detect emergency situations and promptly initiate emergency response operations.

Objective 1.3: The capability to effectively utilize available data and information related to mitigation planning and program development will be available.

Objective 1.4: The effectiveness of mitigation initiatives implemented in the community will be measured and documented.

Objective 1.5: There will be a program to derive mitigation "lessons learned" from each significant disaster event occurring in or near the community.

Objective 1.6: Up-to-date technical skills in mitigation planning and programming will be available for the community.

Goal 2: All sectors of the community will work together to create a disaster resistant community.

Objective 2.1: A business continuity and recovery program will be established and implemented in the community.

Objective 2.2: Local agencies and organizations will establish specific interagency agreements for the development and implementation of mitigation-related projects and programs.

Objective 2.3: Local elected governing bodies will promulgate the local mitigation plan and support community mitigation programming.

Objective 2.4: Outreach programs to gain participation in mitigation programs by business, industry, institutions, and community groups will be developed and implemented.

Objective 2.5: The community will be periodically updated regarding local efforts in mitigation planning and programming.

Objective 2.6: The community's public and private sector organizations will partner to promote hazard mitigation programming throughout the community.

Goal 3: The community will have the capability to initiate and sustain emergency response operations during and after a disaster.

Objective 3.1: Designated evacuation routes will be maintained and improved wherever possible to remain open before, during, and after disaster event.

Objective 3.2: Designated evacuation shelters will be retrofitted or relocated to ensure their operability during and after disaster events.

Objective 3.3: Local emergency services facilities will be retrofitted or relocated to withstand the structural impacts of disasters.

Objective 3.4: Response capabilities will be available to protect visitors, special needs individuals, and the homeless from a disaster's health and safety impacts.

Objective 3.5: Shelters or structures for vehicles and equipment needed for emergency services operation will be retrofitted or relocated to withstand disaster impacts.

Objective 3.6: Utility and communications systems supporting emergency services operations will be retrofitted or relocated to withstand the impacts of disasters.

Objective 3.7: Vehicle access routes to key health care facilities will be protected from blockage as a result of a disaster.

Goal 4: The continuity of local government operations will not be significantly disrupted by disasters.

Objective 4.1: Buildings and facilities used for the routine operations of government will be retrofitted or relocated to withstand the impacts of disasters.

Objective 4.2: Community redevelopment plans will be prepared to guide decision-making and resource allocation by local government in the aftermath of a disaster.

Objective 4.3: Important local government records and documents will be protected from the impacts of disasters.

Objective 4.4: Plans and programs will be available to assist local government employees in retrofitting or relocating their homes to ensure their availability during a disaster.

Objective 4.5: Plans will be developed, and resources identified, to facilitate reestablishing local government operations after a disaster

Objective 4.6: Redundant equipment, facilities, and/or supplies will be obtained to facilitate reestablishing local government operations after a disaster

Goal 5: Mitigation efforts will be a continuing activity to protect the health, safety, and welfare of the community's residents.

Objective 5.1: Adequate systems for notifying the public at risk and providing emergency instruction during a disaster will be available in all identified hazard areas.

Objective 5.2: Effective structural measures will be developed to protect residential areas from the physical impacts of disasters.

Objective 5.3: Facilities in the community posing an extra health or safety risk when damaged or disrupted will be made less vulnerable to the impacts of a disaster.

Objective 5.4: Public and private medical and healthcare facilities in the community will be retrofitted or relocated to withstand the impacts of disasters.

Objective 5.5: Residential structures will be removed or relocated from defined hazard areas.

Objective 5.6: Residential structures will be retrofitted to withstand the physical impacts of disasters.

Objective 5.7: Safety devices on transportation networks will not fail because of a disaster.

Objective 5.8: Structures, facilities, and systems serving visitors to the community will be prepared to meet their immediate health and safety needs.

Objective 5.9: There will be adequate resources, equipment, and supplies to meet victims' health and safety needs after a disaster.

Goal 6: The policies and regulations of local government will support effective hazard mitigation programming throughout the community.

Objective 6.1: All reconstruction or rehabilitation of local government facilities will incorporate techniques to minimize the physical or operational vulnerability to disasters.

Objective 6.2: Land use policies, plans, and regulations will discourage or prohibit inappropriate location of structures or infrastructure components in areas of higher risk.

Objective 6.3: Local governments will ensure that hazard mitigation needs and programs are given appropriate emphasis in resource allocation and decision-making.

Objective 6.4: Local governments will establish and enforce building and land development codes that are effective in addressing the hazards threatening the community.

Objective 6.5: Local governments will protect high hazard natural areas from new or continuing development.

Objective 6.6: Local jurisdictions will participate fully in the National Flood Insurance Program and the associated Community Rating System.

Objective 6.7: New local government facilities will be located outside of hazard areas and/or will be designed to not be vulnerable to the impacts of such hazards.
Objective 6.8: Reconstruction and rehabilitation of structures and utilities in the community will incorporate appropriate hazard mitigation techniques.
Objective 6.9: Regulations will be established and enforced to ensure that public and private property maintenance is consistent with minimizing vulnerabilities to disaster.

Goal 7: Community residents will have homes, institutions, and places of employment that are less vulnerable to disasters.
Objective 7.1: Economic incentive programs for the general public, businesses, and industry to implement structural and non-structural mitigation measures will be established.
Objective 7.2: Local government will support key employers in the community in the implementation of mitigation measures for their facilities and systems.
Objective 7.3: Programs for removal, relocation, or retrofitting of vulnerable structures and utilities in hazard areas will be established and implemented.
Objective 7.4: The vulnerability to disasters of schools, libraries, museums, and other institutions important to the daily lives of the community will be minimized.

Goal 8: The community's economic vitality will be less threatened by a disaster.
Objective 8.1: Components of the infrastructure needed by the community's businesses and industries will be protected from the impacts of disaster.
Objective 8.2: Local government emergency response and disaster recovery plans will appropriately consider the needs of key employers in the community.
Objective 8.3: Local government will encourage community businesses and industries to make their facilities and operations disaster resistant.
Objective 8.4: Local government will establish programs, facilities, and resources to support business resumption activities by impacted local businesses and industry.
Objective 8.5: Local government will implement programs to address public perceptions of community condition and functioning in the aftermath of a disaster.
Objective 8.6: Local government will strive to diversify the employment base of the community.

Goal 9: The community's infrastructure will be better protected and less vulnerable to a disaster.

Objective 9.1: Local governments will encourage hazard mitigation programming by private sector organizations owning or operating key community utilities.

Objective 9.2: Routine maintenance of the community's infrastructure will be done to minimize the potential for system failure because of or during a disaster.

Objective 9.3: Sources of energy normally used by the community will not be unwarrantedly vulnerable to the impacts of a disaster.

Objective 9.4: The telecommunications systems and facilities serving the community will not be unwarrantedly vulnerable to the impacts of a disaster.

Objective 9.5: Transportation facilities and systems serving the community will be constructed and/or retrofitted to minimize the potential for disruption during a disaster.

Objective 9.6: Water and sewer services in the community will not fail because of a disaster.

Goal 10: Members of the community will have the opportunity to learn of the hazards threatening local areas and the techniques to minimize vulnerability to those hazards.

Objective 10.1: All interested individuals will be encouraged to participate in hazard mitigation planning and training activities.

Objective 10.2: Education programs in risk communication and hazard mitigation will be established and implemented.

Objective 10.3: Managers of public facilities will be knowledgeable in hazard mitigation techniques and the components of the community's mitigation plan.

Objective 10.4: Technical training in mitigation planning and programming will be given to appropriate local government employees.

Objective 10.5: The owners and operators of businesses and industries in the community will be knowledgeable in appropriate hazard mitigation techniques.

Objective 10.6: The public living or working in defined hazard areas will be aware of that fact, understand their vulnerability, and know appropriate mitigation techniques.

Objective 10.7: The public will have facilitated access to information needed to understand their vulnerability to disasters and effective mitigation techniques.

Addressing Known Risks and Vulnerabilities:

Proposed mitigations projects, in addition to meeting the long-range intent of the goals and objectives, are used to address known problem areas in the community. These can include

hardening and retrofitting or existing critical facilities as well as addressing stormwater issue in known problem areas. These may not projects can be used to address problems that do not necessarily affect an entire neighborhood but can cause unsafe conditions or damage properties.

National Florida Insurance Program (NFIP) and Community Rating System (CRS):

Flood insurance is designed to provide an alternative to disaster assistance to reduce the escalating costs of repairing damage to buildings and their contents caused by floods. In addition to providing flood insurance and reducing flood damages through floodplain management regulations, the NFIP identifies and maps the Nation's floodplains. Mapping flood hazards creates broad-based awareness of the flood hazards and provides the data needed for floodplain management programs and to actuarially rate new construction for flood insurance. Flood insurance policy information is listed on the next page.

The Lake County Emergency Management Division and the LMS Working Group will continue to promote and educate the community about the benefits of this program and its implications on reducing flood hazards throughout the community. Jurisdictions within Lake County are continuing to conduct a variety of activities associated with the NFIP. Activities include, but are not limited to:

- Collecting flood elevation certificates
- Eliminating repetitive flood loss properties
- Informing residents of map changes
- Adopting new maps

As the jurisdictions of Lake County adopt the Local Mitigation Strategy, the list of actions related to the NFIP within individual jurisdictions will continue to be refined and updated to reflect the most comprehensive list of possible of activities within the LMS relating to the NFIP and CRS.

The Community Rating System (CRS) is a voluntary program for NFIP-participating. The goals of the CRS are to reduce flood losses, facilitate accurate insurance rating, and to promote the awareness of flood insurance. The CRS has been developed to provide incentives in the way of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. At this update, only Lake County is participating in the CRS and has a rating of 7 as of May 1, 2014.

Flood Insurance in Lake County			
Community Name	**Policies In-force**	**Insurance In-force**	**Written Premium In-force**
Astatula	6	$917,500	$2,816
Clermont	230	$57,826,500	$100,103
Eustis	100	$58,530,400	$47,361
Fruitland Park	22	$5,084,200	$11,072
Groveland	106	$27,272,200	$51,448
Howey-in-the-Hills	14	$3,313,000	$4,547
Lady Lake	148	$33,037,800	$70,980
Lake County	2,669	$625,104,700	$1,244,111
Leesburg	281	$72,123,800	$160,814
Mascotte	14	$2,999,400	$7,336
Minneola	58	$13,169,100	$32,734
Montverde	23	$7,038,400	$13,663
Mount Dora	207	$58,774,600	$85,701
Tavares	139	$30,909,500	$62,833
Umatilla	11	$2,041,200	$3,987

Implementation

Prioritization of Projects

Prior to the 2010 plan, a program called Mitigation 20/20 was used to rank Lake County's mitigation projects. In preparation for the 2010 update, it was decided to use a different method to rank future projects and the LMS Working Group agreed that it would be acceptable use the STAPLEE method to prioritize the mitigation projects. The STAPLEE model is still the accepted method for rating projects on the project list.

The STAPLEE acronym stands for Social, Technical, Administrative, Political, Legal, Economic, and Environmental factors and the dimensions along which each project is measured. The STAPLEE system assesses each project using a scale that allows for a raw score to be derived. There were 7 different dimensions that were further divided into 22 smaller criteria considerations. The projects were rated using a scale of 1 to 5 for each smaller unit with a 1 being very unfavorable and a 5 being very favorable. A 3 would be considered neither favorable nor unfavorable. The higher a project scored the higher it would be placed on the priority list since this meant it received more "favorable" scores on the criteria consideration.

All projects up until the 2010 plan update have used the old rating criteria. All new projects submitted for consideration to the LMS Working Group since the 2010 update were scored using the STAPLEE criteria. The project listing, as shown within Appendix I, shows the projects ranked using both the old and new criteria. The LMS Working Group wants to ensure that not only is the most user friendly scoring used for this process, but that all municipalities feel the rating criteria results in their projects being fairly ranked for funding consideration. The LMS Working Group will continue to refine the scoring process as needed.

A table outlining the STAPLEE method is on the next page.

Using the STAPLEE method to prioritize projects:		
Dimension	**Criteria**	**Description**
Social	Community Acceptance	Will this project not be objectionable to a large majority of the population being impacted by the hazard?
	Effect on Segment of Population	Thinking of all immediate, direct, and indirect side effects of the implementation of this project, what will the effect be on the segment of the population (things to consider: property access, construction noise, inconvenience of actions)?
Technical	Technically Feasible	Most of the projects are at such a scale that they need to be technically feasible at the time they are submitted to the list.
	Long-Term Solution	Does the project in, and of, itself or as a part of a large comprehensive program represent a long term solution to the problem at hand?
	Secondary Impacts	Secondary impacts include things like scalability of solutions and potential re-use of technologies used in the project.
Administrative	Staffing	Do you have enough staff to administer and manage the project?
	Funding Allocation	Are there funds currently budgeted for the project?
	Maintenance/Operations	Will you have enough personnel to maintain and operate the project, if applicable?
Political	Political Support	What do the elected officials think of the project? Are they aware of it? What might they think of it? The existence of a single person or group of persons that is very vocal in their support for a project might make it easier to realize the mitigation action. What does the community think about the project? Do they think it is a fair use of resources?
	Local Champion	The existence of a single person or group of persons that is very vocal in their support for a project might make it easier to realize the mitigation action.
	Public Support	What does the community think about the project? Do they think it is a fair use of resources?
Legal	State Authority	Does the state have jurisdiction with this kind of project?
	Existing Local Authority	Does the municipality have the legal authority to undertake the project?
	Potential Legal Action	Will the project potentially cause legal action?
Economic	Cost of Action	How expensive is the project?
	Benefit of Action	How many and how great are the benefits to the project?
	Contributes to Economic Goals	Does the project align with your community's economic goals?
	Outside Funding Required	Will you need outside funding to finance your share of the cost?
Environmental	Effect on Land and Water	What are the long term effects on the land and water on and adjacent to the site?
	Effect on Endangered Species	Will any endangered species be impacted by the project?
	Consistent with Community Environmental Goals	Will the project be consistent with the community's environmental goals?
	Consistent with Federal Laws	Will the project be in any danger of breaking any federal rules or regulations?

Projects will be submitted to the LMS Working Group for consideration and must include a cost-benefit analysis and a scoring form. Projects can be submitted to the group at any time and action will be taken at the next LMS Working Group meeting. At any time, the LMS Working Group may choose to review the project list and update the prioritization ranking. Environmental factors may dictate that some projects need to be considered due to current conditions that require a project to be moved up on the list for available funding. Other factors may lead to this review include declared disasters, funding availability, new or revised policy development, plan revision cycles, legal or fiscal restraints, and life safety priorities.

Mitigation Project Priority List:

The project priority list is located in Appendix I of this plan and also includes completed and deleted project lists.

Responsible for Mitigation Actions:

The implementation and completion of approved mitigation projects will be administered by the jurisdiction, agency, or organization that proposed the project. On an annual basis, the Lake County Emergency Management Division, in coordination with the LMS Working Group, will check the status of the mitigation initiatives to ensure that efforts have been made to complete any projects on the LMS project list. This approach is utilized as only the jurisdiction, agency, or organization that proposed the project has the authority or responsibility for implementation. During the plan implementation process, the LMS Working Group monitors the status of projects, assigns priorities, and will take other action for support and coordination.

Cost-Benefit Analysis:

When a project is submitted to the LMS Working Group, it must be accompanied by a cost-benefit analysis (CBA) for consideration. Projects not including a CBA will be returned to the proposer for completion of the appropriate information prior to resubmission. A copy of a form that has been accepted for documenting the CBA has been included in the appendix to this plan behind the project lists. This form can be utilized by the proposer to document what the costs are associated with a proposed project and estimate the value that will be received as a benefit resulting from completion of the project. The cost benefit analysis results will be factored into the prioritization process to determine the project ranking.

Actions Completed:

Any project that has been funded and completed will be added to the Completed Project List regardless of the source of funding. Lake County Emergency Management maintains all project lists for Lake County. The project list can change as funding, requirements, etc. change and/or are updated. For deleted projects, an explanation is included to document the action.

Plan Maintenance:

LMS Monitoring and Evaluation:

Lake County continues to maintain the Local Mitigation Strategy as a mechanism to guide mitigation actions that are being pursued in both the incorporated and unincorporated areas. The LMS Plan is housed in the Lake County Emergency Management Division. One of the primary methods by which to maintain the plan is to track the status of the mitigation initiatives. The Lake County Emergency Management Division has devised a database management system that tracks the projects as they are completed in the county to monitor progress. The Lake County LMS Working Group will make attempts to complete projects within five years (before the next plan update) as funding becomes available.

The LMS Working Group will meet at least annually to discuss any projects or changes that might have occurred that would be addressed by the update. Meetings can and will be scheduled following after times of natural disaster events and other times as deemed appropriate by the LMS Working Group Chair. Criteria used to evaluate the LMS Document and activities should include and are not limited the following situations:

- Change in requirements as any governmental level
- Changes in development trends and land use
- Completion of existing mitigation projects and introduction of new goals
- Changes in policy, procedure, or code
- Changes in building codes and practices
- Review of legislative actions that could affect funding of mitigation efforts
- Changes in Flood Insurance Rate Maps, National Flood Insurance Program, etc.

These meetings will be organized by the Lake County Emergency Management Division. This meeting will result in the preparation of the Annual LMS Progress Report that will be submitted to the state and satisfy the annual CRS program requirement as well. The Lake County Emergency Management Division will maintain an up-to-date list of all active working group members will be utilized as a distribution list for notification.

Since the last revision of the LMS there has not been any significant changes to development in Lake County that would impact the hazards identified within this plan. As of this writing, there are

no anticipated development changes or trends that would impact these hazards in the future. This of course is subject to change in the future and will be a topic to be considered at future LMS meetings.

At each LMS meeting, representatives will report on the current status of projects, and if a project's scope or details have changed. It may also be reported that the project has been cancelled all together, in which case the project will be removed from the mitigation initiative prioritization list with an explanation. All changes and activities as a result of the LMS meeting will be considered part of the overall evaluation process, which will be administered and documented by the Emergency Management Division and become an official component of the LMS.

The LMS Working Group will use the following criteria, among others, as a starting point for monitoring the overall LMS process:

- Goals and objectives address current and expected conditions
- The nature, magnitude and/or type of risks have changed
- The current resources are appropriate for implementing the plan
- There are implementation problems, such as technical, political or coordination issues with other agencies
- The outcomes have occurred as expected (demonstrating progress)
- The agencies and other partners participated as originally proposed

LMS Updates:

An important key of the planning process is to begin thinking about the steps to update the plan prior to the next review date, which is in 2020. Revisions to the plan should be well underway in 2019, with Lake County providing drafts to state staff for preliminary comments ahead of time. This will ensure that the plan remains in active status and does not lapse for any period of time between plan review periods. Based on experience, it is easy to underestimate the time that it takes to complete the plan update.

In addition to the ongoing maintenance of the plan and LMS activities, the staff of the Emergency Management Division assigned to handle mitigation activities will be responsible for the Five Year Update. The expectation is that continual review and refinements of the LMS Plan between plan updates will allow future updates to go smoothly. The update of the plan will

take place by reading the document, identifying items to be fixed and utilizing a computer to make edits to the LMS document. This will occur as changes need to be made, instead of doing all of the changes at once for the five-year update. The Emergency Management Division will continue to update the plan and be the responsible organization for this activity. This will be accomplished through continual review of the plan by LMS Working Group and support staff, as well as input from the general public.

Notice of upcoming meetings will be posted for at least ten days prior to the date of the meeting and available by the following means:

- Lake County LMS Website notice
- Email distribution list maintained by Lake County Emergency Management
- Notice published in the Orlando Sentinel in the Lake County Section

Updates will be identified through the input of anyone with sound ideas to improve the plan from Lake County staff, LMS Working Group members and from the general public. Staff from the Emergency Management Division assigned LMS responsibilities will update the electronic version of LMS document. The LMS Working Group will review the plan proposed to be submitted for the next update, guide changes as necessary and have final approval of the updated plan to be forwarded to state and federal counterparts for review and ultimate approval.

Implementation through Existing Plans and Programs:

While some jurisdictions have taken steps towards integrating mitigation actions into their plans, some have not explicitly addressed these matters within their documents. It is important that some or all of the goals and actions of this local mitigation strategy be incorporated into other plans so that they will have a greater chance of being accomplished. Integrating plans can be accomplished by having groups invite each other to each other's meetings. Information sharing can ensure that the common elements are understood and documented within the various plans within Lake County. Through upcoming meetings that will be taking place with jurisdictions to adopt the Lake County LMS, integrating the LMS with their respective planning mechanisms will be discussed and encouraged to promote further continuity.

Some of the county-wide plans identified include the Lake County Comprehensive Use Plan (2012), the Community Wildfire Protection Plan (2012), Lake County Code of Ordinances

Chapter VI – Resource Protection Standards, 6.01.02: Wetlands Impact and Mitigation, and the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Plan. Below is a listing of other plans, etc. that exist in the municipalities that further the goals and objectives of the LMS.

Astatula	• Policy 1-1.1.3: Firewise (Wildfire) • Policy 1-1.2.1: Wetlands development (Flooding) • Policies 1-1.2.2/5-1.8.2: Floodplain (Flooding) • Policies 1-1.2.4/5-1.2.13: Land development (Sinkholes) • Policies 401.11.1/4-2.1.1/4-2.3.2: Wells/City Connection (Sinkholes/Drought) • Policy 5-1.1.4: Construction (Erosion)
Clermont	• Policies 2-1/2-2: Land Use Density (Flooding) • Policies 2-16/3-5: Land Use Wetlands/Floodplain (Flooding) • Policy 2-2: Public Facilities Septic (Flooding)
Eustis	• Policies 1.4.1/2.1.1/2.1.2: Conservation (Flooding) • Policy 1.2.2: Land Use (Flooding)
Fruitland Park	• Policy 1-2.2: Floodplain (Flooding) • Policy 1-2.4: Setbacks (Sinkholes) • Policies 1-1.2/3-1.4: Open Space
Groveland	• Obj 7.8 Conservation (Flooding/Sinkholes) • Obj 7.2/7.10/7.13: Conservation Development (Flooding)
Howey in the Hills	• Policy 1-2.2.2: Floodplain (Flooding) • Policy 1-1.2.4: Sinkhole filling (Sinkholes) • Policies 4-2.3.1/5-1.7.1: Storm Water/Erosion (Flooding/Erosion) • Policies 5-1.8.1/8-1.2.1: Floodplains Development (Flooding)
Lady Lake	• FLU 1-9.3/2-4.4/3-2.2: Density/Development (Flooding/Erosion) • Goal Pub 6/Policy CIP 102.2/Policy Con 1-11.1: Floodplain (Flooding)
Leesburg	• Policies 1.1.1/1.3.2: Drainage/Elevation (Flooding) • Policy 1.3.3: Floodplain Conservation (Flooding) • Polices 1.2.1.9/1.3.3/Obj 1.4: Conservation (Flooding) • Policies 1.1.6/1.2.19/1.6.4/Obj. 1.7: Conservation (Erosion) • Policy 1.1.5: Land Use Conservation (Flooding/Drought)
Mascotte	• Policies 2.1.12/3.10.7/3.11.9/3.11.13/3.11.14: Land Use (Flooding) • Policies 1.2.9/Obj 1.6: Drainage (Flooding) • Policy 1.2.9: Chemicals (Flooding)
Minneola	• Section 98-12: Required easements and dedications. Drainage and Wetlands (Flooding)
Montverde	• Policies 101.24/5-1.2.13: Development (Sinkholes) • Policy 4-1.4.4: Septic (Flooding) • Policy 5-1.1.13: Development (Erosion)
Mount Dora	• Policies 2f/5f/7e: Floodplain Conservation (Flooding) • Policies 5e/2.2m: Land Use/Water (Sinkholes)
Tavares	• Policies 1-1.1.3/1-1.2.15/1-1.9.1: Floodplain Development (Flooding) • Policies 4-1.2.5/4-4.1./5-1.8.1: Floodplain/Sinkholes (Flooding) • Policies 5-1.2.10/5-1.8.6: Open Space (Sinkholes) • Policy 5-1.2.8: Shoreline (Erosion)

Umatilla	• Policies 5-1.83/5-1.81: Floodplain Preservation (Flooding/Sinkholes) • Policy 1-1.2.2: Development (Flooding)

The Villages although listed as a municipality is actually a special taxing district and does not have any plans, ordinances, etc. of their own as they follow the Lake County Building Codes and related policies, Fire Safety Codes, and Florida Building Codes as they may apply.

The municipalities utilize the approved LMS in connection with their own plans and procedures to further mitigation efforts working closely with the county to continue making all of Lake County resilient to the hazards identified.

While the majority of the planning efforts are aimed at flooding mitigation it is recognized that all natural hazards should be considered when revising plans and policies especially concerning land use, floodplain management, stormwater, development, etc. The LMS is adopted by all municipalities in Lake County and individual municipal and county-wide plans take mitigation efforts into consideration when making revisions.

Through upcoming meetings that will be taking place with jurisdictions to adopt the Lake County LMS, further integration of the LMS with their respective planning mechanisms will be discussed and encouraged to promote further continuity. Staff from the various organizations responsible for these individual plans will continue communicating with each other to further the process of better integrating these plans and improving overall dialogue about mitigation.

Authorities and References

Code of Federal Regulations Title 44 201.6. *Local Mitigation Plans.* http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=44:1.0.1.4.53

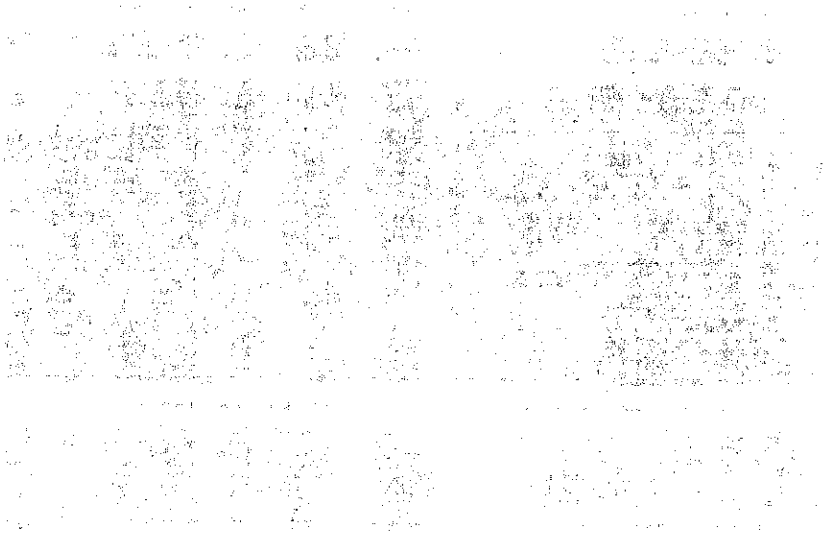
FEMA (2011, Oct 1). *Local Mitigation Plan Review Guidance,* www.fema.gov: http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf

Florida Administrative Code 27P-22. Hazard *Mitigation Grant Program, https://www.flrules.org/gateway/ChapterHome.asp?Chapter=27P-22*

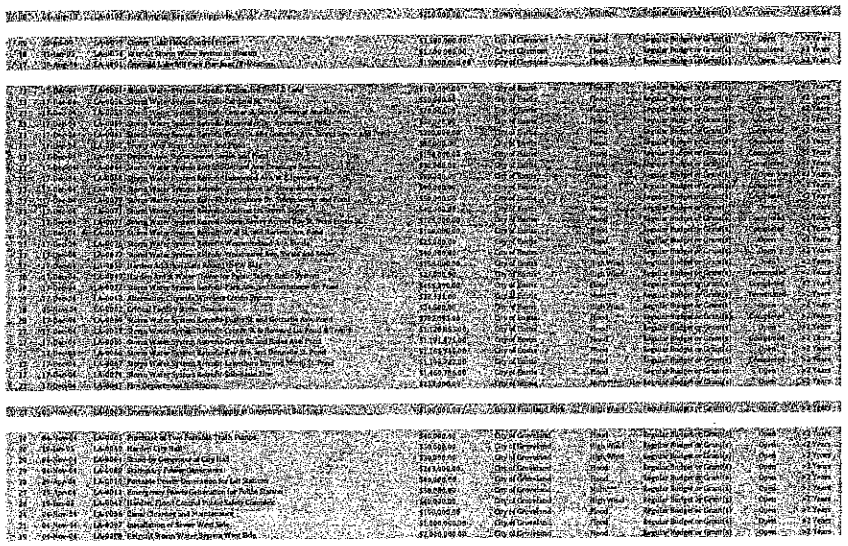
Florida Statutes. *Chapter 252 Emergency Management. http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Index&Title_Request=XVII#TitleXVII*

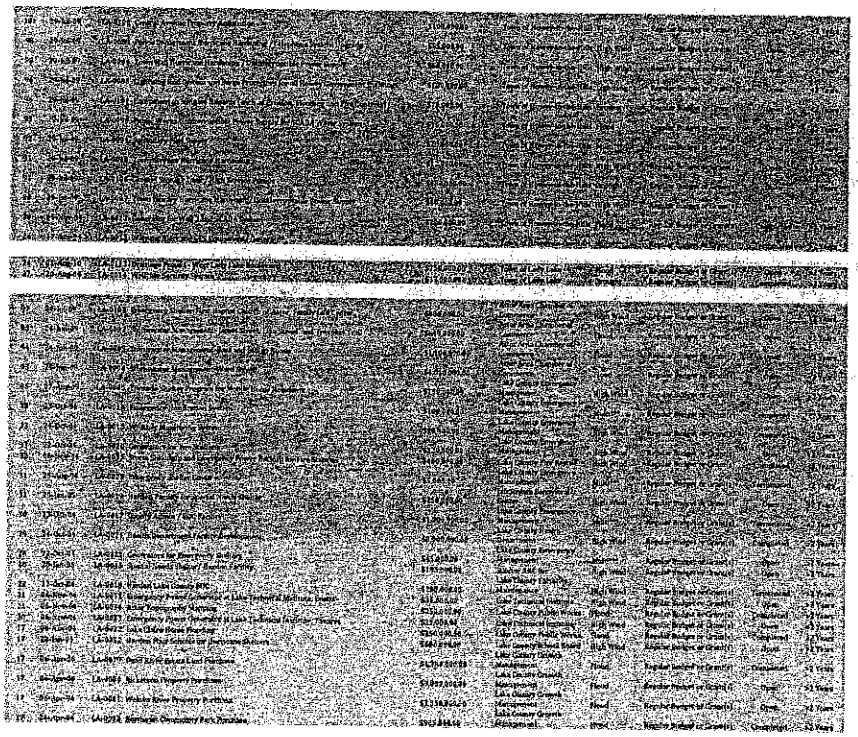
FEMA. *The Stafford Act.* http://www.fema.gov/media-library-data/1383153669955-21f970b19e8eaa67087b7da9f4af706e/stafford_act_booklet_042213_508e.pdf

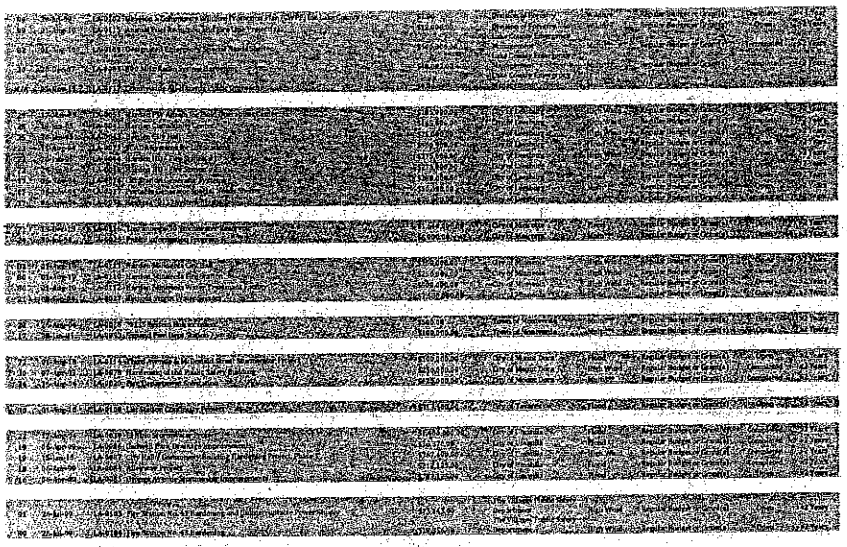
Appendix I: Project Lists



Municipalities	Ranking	Date	ID	Initiative Name	Estimate $	Organization	Hazards	Potential Funding Sources	Status	Desired Completion Date







Lake County LMS
Cost Benefit Analysis Summary

Request Information:			
Priority (High/Med/Low):		Submitter's Name:	
Project Name:		Responsible Agency:	
		Dates:	
Hazard Mitigated:		LMS Goal:	
Funding Source:		Timeline:	
Project Description:			

Benefits and Impacts:

Feasibility:

Alternatives:

Cost and Benefit Summary:				
Project Costs:	Implementation Cost:	$		All values in this section are rounded to 2 significant digits
	Implementation Cost:	$		
	Total Implementation Cost:	$		
	Ongoing Cost:	$		
	Maintenance/Materials:	$		
	Total Ongoing Cost:	$		
			$	Total Cost:
Project Benefit:	Estimated Benefit			
	Market Benefit:			
			$	Total Benefit:
		Net (Cost) – Benefit:	$	
		Benefit Cost Ratio:		

Appendix II: LMS Working Group By-Laws and Membership

ARTICLE I. PURPOSES OF THE WORKING GROUP

The purpose of the Lake County Local Mitigation Strategy (LMS) Working Group is to decrease the vulnerability of the citizens, governments, businesses and institutions of Lake County to the future human, economic and environmental costs of natural, technological, and societal disasters. The Working Group will develop, monitor, implement, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish this purpose.

ARTICLE II. MEMBERSHIP

Participation in the Lake County LMS Working Group is voluntary by all entities. Membership in the Working Group is open to all jurisdictions, organizations and individuals supporting its purposes.

ARTICLE III. ORGANIZATIONAL STRUCTURE

The organizational structure of the Lake County LMS Working Group shall consist of the Working Group and other subcommittees which may from time to time be created as needed by the Lake County Working Group. The Working Group shall have a Chair, and a Vice-Chair. Any member is eligible for election to one of these positions. The Lake County Emergency Management Division will perform administrative functions for the Working Group as required by State of Florida Emergency Management Scope of Work.

A. The Lake County LMS Working Group

The LMS Chair will preside at each meeting of the Working Group, as well as establish temporary subcommittees and assign personnel to them. The Vice-Chair will fulfill the duties and responsibilities of the chair in their absence.

The Lake County LMS Working Group will consist of the designated representatives from the following:

- One representative or designee from the government of Lake County and;
- One representative or designee of each participating incorporated municipality and;

- Representatives from organizations and associations representing key business industry, and community interest groups of Lake County and;
- Representatives from other governmental entities and;
- Representatives of non-profit organizations and/or faith based institutions and;

Members of the Lake County LMS Working Group will be coordinated by the Chair or Vice-Chair to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of the Lake County LMS Working Group. Each jurisdiction or organization shall also appoint an alternate to their primary representative. The alternate shall have full voting rights in the absence of the primary representative. Each municipality and Lake County will hold one vote in taking actions on behalf of their entities as long as they remain a member in good standing. To maintain good standing, members of the Lake County LMS Working Group must not have more than two (2) consecutive absences at scheduled meetings. At this time, their vote will be withheld from the representative until they attend two (2) consecutive meetings. Their voting rights will be reinstated at the third (3) consecutive meeting. Mitigating or extenuating circumstances will be addressed by the Chair or Vice-Chair as appropriate on behalf of the Lake County LMS Working Group. Two consecutive absences can also occur in failure to vote by electronic (email or web-hosted service) voting procedures that may be utilized from time to time in place of formal meetings.

B. Committees

The Lake County LMS Working Group shall establish subcommittees at any time for any special purposes. The membership of the committees shall be appointed by the Chair or Vice-Chair of the Lake County LMS Working Group, who shall also designate the subcommittee Chair. Membership shall be unlimited and is open to all interested jurisdictions, organizations and individuals.

C. Program Staff

The Lake County Emergency Management Division, a division within the Public Safety Department, will serve as the program staff for the Lake County Working Group, and assist in the coordination and support of the Lake County LMS Working Group activities.

ARTICLE IV. OFFICERS

Any member in good standing of the Lake County LMS Working Group is eligible for election as an officer. The Lake County LMS Working Group will have a Chair and Vice-Chair elected by a majority vote of a quorum of the members present. Each shall serve a term of one year and be eligible for re-election for an unlimited number of terms. A quorum shall consist of designated representative or alternate from at least five (5) of the participating jurisdictions in good standing.

The Chair of the Lake County LMS Working Group will preside at each meeting of the Lake County Working Group. The Vice-Chair will fulfill the duties and responsibilities of the Chair in their absence. Administrative functions will be handled by the Lake County Emergency Management Division in accordance with Federal and State regulations.

ARTICLE V. RESPONSIBILITIES

A. The Lake County LMS Working Group

All responsibilities of the LMS Working Group shall be specified by Chapter 27P-22.004 and 27P-22.005, Florida Administrative Code (FAC). These rules are authorized under Florida Statute 252. The Lake County LMS Working Group will be responsible for all actions and decisions made formally in the name of the Lake County LMS Working Group.

B. Subcommittees

The responsibilities of subcommittees will be defined at the time they are established by the Chair of the Lake County LMS Working Group, or the voting members in good standing.

ARTICLE VI. ACTIONS BY THE WORKING GROUP

A. Authority for Actions

Only the Working Group has the authority to take final actions. Actions by subcommittees or program staff are not considered final until affirmed by action of the Lake County LMS Working Group.

B. Meetings, Voting and Quorum

Meetings of the Lake County LMS Working Group and its subcommittees will be conducted in accord with Robert's Rules of Order, when deemed necessary by Chair of the meeting. Regular meetings of the LMS Working Group will be scheduled at least annually with a minimum of 10 working days' notice. Committees will meet as deemed necessary by the Chair or Vice-Chair. Meetings can be held via a conferencing mechanism provided a means of recording attendance and voting can be done.

All final actions and decisions in the name of the Lake County LMS Working Group will be by affirmative vote of a quorum of the voting members present. A quorum shall consist of designated representative or alternate from at least five (5) of the participating jurisdictions. Each member of Working Group will have one (1) vote.

C. Emergency Actions by the Emergency Management Division

The Lake County Emergency Management Division is authorized to apply for grants, accept grants, create projects, approve projects, execute contracts and other actions consistent with the intent of public safety without the authorization of the LMS Working Group when, in the opinion of the Emergency Management Division Manager, such expeditious action is necessary and consistent with the purpose stated in Article I. All applications, grant acceptances actions, project creations, project approvals under the section shall be authorized directly by the Emergency Management Division Manager. The Chair or Vice-Chair of the LMS shall be informed of such action as soon as reasonably possible. All actions taken under this section shall be reported to the LMS Working Group at the next LMS Working Group meeting under new business.

D. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances that are judged by both the Chair and Vice-Chair of the Lake County LMS Working Group or the Emergency Management Division to prohibit scheduling of a regular meeting of the Lake County LMS Working Group. Special votes may be by telephone, electronic medium (email and/or web-hosted service with conference call capabilities), first class mail, and shall be in accord with all applicable statutes for such actions.

E. Public Hearings

When required by statute or the policies of Lake County, or when deemed necessary by the Lake County Working Group, a public hearing regarding actions under consideration for implementation by the Working Group will be held.

F. Documentation of Actions

All meetings and other forms of action by the Lake County LMS Working Group and subcommittees will be documented and made available for inspection by the public.

ARTICLE VII. ADOPTION OF AND AMENDMENTS TO THE BYLAWS

The Bylaws of the Lake County Working Group may be adopted and/or amended by a quorum of a designated representative or alternate from at least five (5) of the participating jurisdictions. Each member of Working Group will have one (1) vote. All proposed changes to the bylaws will be provided to each member of the Lake County LMS Working Group not less than ten (10) working days prior to such a vote.

ARTICLE VIII. DISSOLUTION OF THE WORKING GROUP

The Lake County LMS Working Group may be dissolved by affirmative vote of 100% of the attending quorum, by order of a court of competent jurisdiction, and/or by instruction of the Lake County governing body. At the time of dissolution, all remaining documents, records, equipment, and supplies belonging to the Lake County LMS Working Group will be transferred to the Lake County Emergency Management Division for disposition.

Lake County LMS Task Force Membership		
Member Name		**Jurisdiction or Entity and Position**
Roy, Paul		City of Clermont Environmental Services Director
Silvestris, Joe		City of Clermont Asst. Chief of Operations
Calhoun, Gary		City of Eustis Police Chief
Swanson, Mike		City of Eustis Fire Chief
Bogle, Dale		City of Fruitland Park Public Works Director
La Venia, Gary		City of Fruitland Park City Manager
Johnson, David		City of Leesburg Fire Chief
Maudlin, DC		City of Leesburg Public Works Director
Brasher, Randy		City of Mascotte Fire Chief
Walker, Larry		City of Mascotte Dep. Public Services Director
Miller, Fred		City of Minneola Public Works Director
Slaughter, Sam		City of Minneola Stormwater Supervisor
Kerkhof, Stephen "Skip"		City of Mount Dora Fire Chief
Peters, John		City of Mount Dora Public Works Director
Keith, Richard	Vice-Chair	City of Tavares Fire Chief
Luckock, Wayne (Buddy)		City of Tavares Fire Inspector/Captain
Hatfield, Richard		City of Umatilla Asst. Public Works Director
Mercer, Aaron		City of Umatilla Public Works Director
Echols, Dustin		Clay Electric Member Relations Rep
Christian, Pamela		Florida Department of Health in Lake County Preparedness Planner
Kissler, Aaron		Florida Department of Health in Lake County Administrator
Lovett, Ray		Florida Division of Forestry Area Supervisor
Tear, Judith		Florida Division of Forestry Wildfire Mitigation Specialist
Carpenter, Thomas	Chair	Lake County Government (Unincorporated) Emergency Management Manager

Lake County LMS Task Force Membership		
Hamilton, Mary		Lake County Government (Unincorporated) Environmental Services Division Manager
Mcray, Nicholas		Lake County Government (Unincorporated) Stormwater Project Manager
Jolliff, John		Lake County Government (Unincorporated) Director of Public Safety/Fire Chief
Kostus, Spencer	Coordinator	Lake County Government (Unincorporated) Disaster Assistance Specialist
Shaw, Nathan		Lake County Government (Unincorporated) Emergency Management Associate
Stivender, Jim		Lake County Government (Unincorporated) Public Works Director
Peebles, Peter		Lake County Property Appraiser Senior Supervisor Real Estate/Agriculture
Young, Reginald		Lake County Schools Security Services Manager
Luce, Todd		Lake County Sheriff's Office Captain
McDuffie, Ralph		Lake County Sheriff's Office Emergency Management Director/SWAT
Hart, Ron		Lake County Water Authority Water Resources Program Director
Perry, Michael		Lake County Water Authority Executive Director
Smith, Jerry		Lake Emergency Medical Services Executive Director
Cooper, Kitty		Town of Astatula Town Clerk
Morgan, Willie		Town of Groveland Fire Chief
Brasher, Brenda		Town of Howey-in-the-Hills Town Clerk
Robbins, Curtis		Town of Howey-in-the-Hills Police Chief
McKinstry, Chris		Town of Lady Lake Police Chief
Burden, Terry		Town of Montverde Public Works Director
Longacre, John		Villages CCD Emergency Management Specialist

Appendix III: Meeting Documentation

Local Mitigation Strategy Working Group
Draft Meeting Notes
December 16, 2011 at 10 AM
Call–In Number: 352-253-9990

Attendees:

Andrew Bicanovsky, **Vice-Chair**	Lake County Health Department
Tommy Carpenter	Lake County Emergency Management
Chuck Hiatt	BESH Engineering
Sharon Hogan	Lake County Stormwater Division
Dottie Jackson	Lake County Emergency Management
Amye King, **Chair**	Lake County Growth Management
Gina Lambert	Villages Community Development District
Sean Loughlin	Lake County Emergency Management
Mary Mason	Town of Montverde
Don Ruths	Withlacoochee Forest Center
John Schmidt	Lake County Schools
Ken White	City of Umatilla
Donna Wright	City of Leesburg

1) Opening Remarks, Amye King, AICP, Chair

The meeting started at approximately 10:01 AM. Ms. King welcome everyone to the meeting and they introduced themselves.

2) Identify Projects with Available Funding

Mr. Loughlin asked attendees which projects they had in cue with available funding. No jurisdictions had funding to implement a mitigation project, however, some did have projects in mind for the future.

Ms. Lambert stated that Station 43 in The Villages has been identified as a facility to get storm hardened. The Villages District would likely be able to budget dollars in the future to serve as a project match.

Mr. White from the City of Umatilla stated that there is a two block area in the vicnity of Seminole Street that could use drainage improvements to alleviate flooding to homeowners.

Ms. Mason from Montverde and Ms. Wright from Leesburg both stated that there could be flood projects within their communities and that they would look into potential projects.

3) Review Project Scoring Methodology

Ms. King asked if anyone wanted to volunteer to assist staff in rescoring projects to ensure that all projects are on the same scoring system. Not all of the projects were rescored during the last plan update—only the new ones. This will be very important if multiple projects are submitted for funding consideration at the same time. Mr. Loughlin thought that Ms. Karla Johnson from the Astor Chamber of Commerce and Mr. Andrew Bicanovsky from the Health Department would be good candidates for this. Mr. Bicanovsky stated he would be able to assist staff with this process.

4) Opportunity to Request Revisions to Existing LMS Plan

Chief Fred Cobb from the City of Eustis sent an updated project list via e-mail to Mr. Loughlin.

Ms. Hogan from the Dept. of Public Works Stormwater Division sent the status of a few projects via e-mail to Mr. Loughlin.

Mr. Don Ruths from the Withlacoochee Forest Center informed Mr. Loughlin that the Community Wildfire Protection Plan project has been completed and should be noted as such on the project listing within the LMS Plan.

5) Other Business as Required

Mr. Ruths stated that Ms. Anita Greiner, Chief Planner with Lake County Growth Management, deserves recognition for her cooperation with the Florida Forestry Service to incorporate the Community Wildfire Protection Plan into the Lake County Comprehensive Plan. Some county policies were updated. Ms. King stated that these policy changes would be sent to the cities for their information as well.

6) Adjournment

Ms. King adjourned the meeting at approximately 10:30 AM.

LAKE COUNTY
FLORIDA

January 29, 2013

Florida Division of Emergency Management
Attention: Mitigation Planning Section
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Lake County Local Mitigation Strategy Annual Requirements of 27P-22.004, F.A.C.

Dear Mr. Anderson:

Transmitted herewith are the required annual transmittals identified within State Rule 27P-22.004, specifically as follows:

27P-22.004 (1)

- Provide list of current members of Working Group and designated Chair and Vice Chair;

Response: See enclosed documentation

27P-22.004 (3)

- Provide documentation showing that within the preceding year a written invitation has been sent to each municipality and other organizations as applicable to participate in LMS activities; and,

Response: Meeting conducted through December 2012 EOC Meeting – See enclosed documentation

27P-22.004 (4) (e)

- Provide annual updates addressing, at a minimum: changes to the hazard assessment; changes to the project list; changes to the critical facilities list; changes to the repetitive loss list; and revisions to any maps.

Response: There have no changes to the hazard assessment; project priority list; critical facilities list; repetitive lost list; or maps. The latest version of the plan is available online at http://www.lakecountyfl.gov/departments/public_safety/emergency_management/local_mitigation_strategy.aspx

Please do not hesitate to contact our office at (352) 343-9420 if you have any questions regarding this transmittal.

Sincerely,

Thomas G. Carpenter
Acting Division Manager

EMERGENCY MANAGEMENT | *A division of the Public Safety Department*
P.O. BOX 7800 • 315 W. MAIN ST., SUITE 411, TAVARES, FL 32778 • P 352.343.9420 • F 352.343.9728
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN *District 1* | SEAN M. PARKS, AICP, QFP *District 2* | JIMMY CONNER *District 3* | LESLIE CAMPIONE *District 4* | WELTON G. CADWELL *District 5*

EOC MEETING REMINDER – LAST ONE IN ROOM 233!

Date: Tuesday, December 11, 2012
Time: 2:00PM - 4:00PM
Location: Lake County Administration Bldg., EOC, Room 233, 315 W. Main Street, Tavares

2012 EOC MEETING SCHEDULE

- ~~March 27~~
- ~~May: Hurricane Exercise – Executive Policy Group~~
- ~~September 18~~
- **December 11**

Tommy

Thomas G. Carpenter, FPEM
Lake County Board of County Commissioners
Public Safety - Department | Emergency Management Division
315 West Main Street, Suite # 431, Tavares, FL 32778
Office: 352.343.9421 | Cell: 352.267.1094 | Fax: 352.343.9445
E: tcarpenter@lakecountyfl.gov | W: www.lakecountyfl.gov

Please note: Florida has a very broad public records law. Your e-mail communications may be subject to public disclosure.

LOCAL MITIGATION STRATEGY

- Discussion by LMS Working Group & Endorsement of Plan
- All Lake municipalities have endorsed plan
- Other business

LAKE COUNTY
FLORIDA

DRAFT NOTES

Local Mitigation Strategy Working Group
Draft Meeting Notes
December 16, 2013 at 10 AM

Attendees:

Tommy Carpenter	Lake County Emergency Management
Fred Cobb	City of Eustis
Mary Hamilton	Lake County Public Works Department
Stephen Kerkhof	City of Mount Dora
Amye King, **Chair**	Lake County Growth Management
Gina Lambert	Villages Community Development District
Nick McCray	Lake County Public Works Department
Cyndie Earls	Lake Emergency Medical Services

1) **Opening Remarks, Amye King, AICP, Chair**
The meeting started at approximately 10:15 A.M. Ms. King welcomed everyone to the meeting. A quorum was present. The following documents were provided in the "LMS Meeting Packet:"

   a. Agenda
   b. Task Force Membership list
   c. Appendix II – LMS Bylaws
   d. LMS meeting minutes for 2011 and 2012
   e. LMS Projects by jurisdiction

2) **Review of the Current LMS Group Membership**
Mr. Carpenter mentioned that the Working Group's Vice-Chair, Andrew Bicanovsky is no longer with the Florida Department of Health, Lake County. The LMS Working Group would need to find a new Vice-Chair. Mr. Carpenter suggested Ms. Cathy Hoechst from the City of Mount Dora as a new Vice-Chair. Mr. Carpenter will follow-up with Ms. Hoechst.

Upon unanimous consensus, Ms. Amye King was reappointed the Chair of the LMS Working Group.

Ms. King asked the group to review the membership list to ensure accuracy and provide needed updates.

3) **Review of Previous Meetings & Notes**
Mr. Carpenter reviewed the 2012 and 2011 meeting minutes. Copies of the minutes were provided to the group. Chief Cobb and Ms. King asked about the scoring method of the projects. Mr. Carpenter briefly explained the STAPLEE (Social, Technical, Administrative, Political, Legal, Economic, Environmental) Evaluation Table. Mr. Carpenter mentioned that he was working with the Orange County Emergency Management and the East Central Florida Regional Planning Council on utilizing a new form for evaluating projects. Form update to be provided before next meeting.

Upon review of the meeting notes from the previous meetings, the group unanimously approved the 2012 meeting minutes.

DRAFT NOTES

4) **Review of LMS Project Listing & Identify Projects with Available Funding**
Ms. King asked the group to review the project list provided in the meeting packet. The project list was the "Initiatives by Jurisdiction" list. Ms. King and Mr. Carpenter asked all attendees to review the list and update projects. Mr. Carpenter stated he would send an updated list to the Working Group membership. Mr. Carpenter re-emphasized the need for all stakeholders to review and update projects. Once the review has occurred, then the Working Group will need to vote to re-prioritize the projects.

5) **Consider 2014 Quarterly Meetings for LMS Plan/Purpose**
Ms. King asked the group to consider moving to quarterly meetings in 2014. Mr. Carpenter mentioned the time table set forth in the current LMS document, the next update is due February 2016. Quarterly meetings will allow stakeholders ample time to perform plan and project updates. A tentative schedule proposed by Mr. Carpenter is the 1st or 2nd week of March, June, September and December. Definitive dates to be announced.

6) **Discussion of LMS Working Group & Endorsement of Plan**
Ms. King stated that the current LMS has been endorsed and adopted by all municipalities and the Villages Community Development District.

7) **Other Business**
None mentioned.

8) **Adjournment**
Ms. King adjourned the meeting at 10:45 A.M.

DRAFT NOTES

Local Mitigation Strategy Working Group
Draft Meeting Notes
December 19, 2014 at 10 AM

Attendees:

Carle Bishop	City of Clermont
Tommy Carpenter	Lake County Emergency Management
Terry Carter	Florida Department of Health – Lake County
Pamela Christian	Florida Department of Health – Lake County
Richard Keith	City of Tavares
Amye King, **Chair**	Lake County Growth Management
Aaron Kissler	Florida Department of Health – Lake County
Spencer Kostus	Lake County Emergency Management
Nathan Shaw	Lake County Emergency Management
Paul Rov	City of Clermont

1) **Opening Remarks, Amye King, AICP, Chair**
The meeting started at approximately 10:10 A.M. Amye King, Lake County Growth Management, welcomed everyone to the meeting. A quorum was not present. The following documents were provided in the "LMS Meeting Packet:"

   a. Agenda
   b. Task Force Membership list
   c. Appendix II – LMS Bylaws
   d. LMS meeting minutes for 2013
   e. LMS Projects by jurisdiction

2) **Review of the Current LMS Group Membership**
Ms. King asked the group to review the membership list to ensure accuracy and provide needed updates.

3) **Review of Previous Meetings & Notes**
Ms. King tabled review of previous meetings and notes until next meeting due a quorum not being present.

4) **Review of LMS Project Listing & Identify Projects with Available Funding**
Ms. King asked the group to review the project list provided in the meeting packet.

   Ms. King discussed the idea of developing two projects lists: A 5 year cost feasible list and an unfunded list.

   Ms. King re-emphasized the need for all stakeholders to review and update projects. Once the review has occurred, then the Working Group will need to vote to re-prioritize the projects.

5) **Consider 2014 Quarterly Meetings for LMS Plan/Purpose**

Ms. King called for a quarterly meeting next quarter around either February or March of 2015.

6) **Discussion of LMS Working Group & Endorsement of Plan**
Ms. King stated that the current LMS has been endorsed and adopted by all municipalities and the Villages Community Development District.

7) **Other Business**
Spencer Kostus, Lake County Emergency Management, gave a presentation about how the Local Mitigation Strategy is organized and strucutred and how projects in the LMS would receive funding.

Mr. Kostus discussed changing how new projects would be submitted to the LMS working group to be added and prioritized.

8) **Adjournment**
Ms. King adjourned the meeting at 10:48 A.M.

Lake County Emergency Management - Local Mitigation Strategy
Face to Face Meeting
March 12, 2015
Minutes

I. Welcome and Introductions

- Thomas Carpenter, LCEM EM Division Manager
- Teresa Newsome, EREC

II. Current Local Mitigation Strategy

1. Meeting Planning Requests
   - Electronic copies of the current LMS and CEMP.
     - Copies are available in Microsoft Word and will be provided.
   - Any updates done to the project list since the last revision.
     - Last version was the 2012 Updates.
   - Working Group contact information
     - Most are new representatives and contract information will be provided. There are 14 municipalities that will be included in the LMS.
   - Any updates to HVA since last revision.
     - None have been done. Would like CEMP/LMS to be mirrored.
   - Notes from any meetings held since last revision for this draft
     - There have been a few meetings and notes will be provided.
   - Was your last plan done in Mitigation 2020 or just Microsoft Office documents?
     - Mitigation 2020 files were corrupt so Microsoft Word was used.
   - Electronic copy of the current crosswalk to be utilized.
     - Crosswalk to be used will be provided by LCEM.
2. Review of current Plans within 30 days of NOC
   - Today's meeting will be the kickoff meeting and starts 30 days for plan review.
3. Update HVA within 60 days of NOC
   - HVA needs to be mirrored between the CEMP and LMS. Draft to be presented to Thomas Carpenter and Spencer Kostus for approval.
4. Planning Meetings
   - Future Meeting Schedule. 60/120/150 days
     1. 60 days will be an introductory meeting for the new representatives and will be held May 8, 2015.

2. 120 days meeting will be held on July 7, 2015.
3. 150 days meeting will be held on August 7, 2015.

5. Draft due 120 days from Kickoff
6. County comments within 30 days
7. Final due 180 days
8. Point of Contact for Planning – Spencer Kostus
9. Billing Contact – Spencer Kostus

III. Action Items

1. Following items to be provided to EREC by Spencer Kostus:
   - Copies of current plans (CEMP and LMS)
   - Updates to Project List
   - Working Group contact information
   - Notes from meetings held
   - Crosswalk to be utilized
2. Thomas Carpenter to confirm meeting dates.

IV. Contact Information

Teresa Newsome, President/Planning Manager
(O) 352-236-5348
(C) 352-572-2759
tnewsome@erecinc.com

Spencer Kostus, Disaster Assistance Specialist
(O) 352-742-4654
(C) 352-455-3308
skostus@lakecountyfl.gov

Lake County Emergency Management - Local Mitigation Strategy
Lake County Emergency Communications & Operations Center (ECOC)
425 West Alfred Street, Tavares, FL
June 18, 2015
Minutes

I. Welcome and Introductions

• Tommy Carpenter	Lake County Emergency Management
• Pamela Christian	Florida Department of Health – Lake County
• Spencer Kostus, LMS Coordinator	Lake County Emergency Management
• Teresa Newsome	Emergency Response Educators and Consultants, Inc.
• Joseph Silvestris	City of Clermont

II. Opening Remarks, Tommy Carpenter, Emergency Management Division Manager

The meeting started at approximately 10:00 A.M. Tommy Carpenter, Lake County Emergency Management, welcomed everyone to the meeting and introduced Mrs. Teresa Newsome who is a consultant that will help assist in the 2015 LMS update. A quorum was not present. The following documents were provided in the "LMS Meeting Packet:"

a. Agenda
b. Task Force Membership list
c. Select elements of LMS plan – Table of Contents, Summary of Changes, Table III-8 'Summary Probabilities of all Hazards'
d. LMS meeting minutes for 2014, 2013, 2011
e. LMS Projects by jurisdiction

III. Discussion of New Chair

Since no quorum was present at the meeting, the discussion will have to wait to a future meeting.

IV. Review of Current LMS Group Membership

Mrs. Newsome asked the group to review the membership list to ensure accuracy and provide needed updates.

V. Review of Previous Meetings & Notes

Mr. Kostus tabled review of previous meetings and notes until next meeting due a quorum not being present.

VI. Review of LMS Project Listing

- Review Projects (Completed-New-Removed)

  Mrs. Newsome asked the group to review the project list provided in the meeting packet. Updates were provided by those present.

VII. Meetings for LMS Plan/Process

Next meeting was scheduled for July 20, 2015 with hopes of more attendees to further discuss the LMS.

VIII. Discussion of LMS Working Group & Endorsement of Plan

To be discussed at future meetings

IX. Other Business

The by-laws were discussed and determined to need updating. Tommy Carpenter will be updating the document for presentation at the next meeting.

X. Action Items

- Teresa Newsome to complete minutes of this meeting.
- Tommy Carpenter to revise by-laws to be presented at the next meeting
- Spencer Kostus and Tommy Carpenter to reach out to municipalities to get an update on the projects listed on the current version of the Project List.
- Spencer Kostus and Tommy Carpenter to reach out to municipalities to reconfirm representation and willingness to participate in the LMS process.

XI. Contact Information

Teresa Newsome, President/Planning Manager
(O) 352-236-5348
(C) 352-572-2759
tnewsome@erecinc.com

Spencer Kostus, Disaster Assistance Specialist
(O) 352-742-4654
(C) 352-455-3308
skostus@lakecountyfl.gov

LAKE COUNTY
FLORIDA

Lake County Emergency Management - Local Mitigation Strategy (LMS)
Lake County Emergency Communications & Operations Center (ECOC)
425 West Alfred Street, Tavares, FL
July 30, 2015
Minutes

I. Welcome and Introductions

Meeting began at 10:05 with welcome by Teresa Newsome and everyone introduced themselves. A quorum of 5 agencies/participants was present. Those present are listed below.

Spencer Kostus, LMS Coordinator	Lake County Emergency Management
Richard Keith, Fire Chief,	City of Tavares Fire Dept
Pam Christian, Planner	Florida Dept of Health in Lake County
Tom Carpenter, EM Manager	Lake County Emergency Management
Richard Hatfield, Director	City of Umatilla Public Works
Nathan Shaw, EM Associate	Lake County Emergency Management
Skip Kerkhof, Fire Chief	Mount Dora Fire Dept
Nicholas Mcray, PW/Stormwater	Lake County
Teresa Newsome,	EREC

II. PowerPoint Presentation

Spencer Kostus presented a PowerPoint presentation overview of the LMS and how the process works.

III. Review of Previous Meetings & Notes

Since a quorum was present, the meeting minutes from December 16, 2011, December 16, 2013, and December 19, 2014 were approved with a motion and a second. The meeting minutes from the June 18, 2015 meeting were approved with a motion and a second as well. Motions were by Pam Christian and second by Tommy Carpenter. All present voted in the affirmative, with no nays.

IV. Discussion of New Chair

It was determined that a new chair and vice-chair needed to be elected and the LMS Coordinator needed to be confirmed. After discussion, Tommy Carpenter accepted the nomination for LMS Chair, Chief Richard Keith accepted the nomination for Vice-Chair. With motions by Nathan Shaw and second by Pam Christian, these gentlemen were elected to the positions. Spencer Kostus was confirmed as the LMS Coordinator with a motion by Richard Keith and second by Pam Christian. All present voted in the affirmative, with no nays for each position individually and respectively.

V. Review of Current LMS Group Membership

A discussion was held about the current list and how to engage and recruit new representatives. Tommy Carpenter and Chief Keith as Chair and Vice-Chair will reach out to the entities to obtain a primary and alternate representative with a goal of having the list complete by COB, August 13, 2015.

VI. Review of LMS Project Listing

Review Projects (Completed-New-Removed)

The current Project List was reviewed and discussed. Please see the list for projects that have been completed or terminated. New projects from the City of Clermont were presented and Pam Christian mentioned a new project from the Health Department. Further information with be provided to include a Cost/Benefit Analysis to be voted on and prioritized at the next meeting.

VII. By-law Revisions

It was determined in discussion that the existing by-laws need to be updated to more accurately describe the function of the LMS Working Group and requirements thereof. Tommy Carpenter accepted the project to revise the by-laws with input from the group and with notes from the previous meeting. By-laws will be presented via email to the LMS Working Group membership by COB, August 14, 2015 so that they can be voted on at the next meeting with 10 days' notice. One of the major changes will be the use of technology, i.e. GoToMeeting® to facilitate meetings with membership along with providing a public meeting concurrently at the Lake County Communications and Emergency Operations Center in Training Room A and B

VIII. Meetings for LMS Plan/Process

The next meeting of the LMS Working Group will be Monday, August 24, 2015 at 10:00 am at the Lake County Communications and Emergency Operations Center in Training Room A and B. Public Notice will be posted by August 14, 2015 for the required 10 days' notice.

IX. Discussion of LMS Working Group & Endorsement of Plan

The Draft LMS Plan will be presented to the LMS Working Group no later than August 24, 2015 with a draft submitted to the State for review by the COB August 31, 2015. Further revisions as dictated by the State will be complied and presented to the membership in an ongoing process via email with appropriate time for comments until approval is received from the State FDEM.

X. Other Business

There being no additional business, the meeting was adjourned with a motion by Richard Hatfield and second by Tommy Carpenter at 10:48.

XI. Action Items

- Teresa Newsome to prepare draft minutes by COB, Friday, July 31, 2015.
- Tommy Carpenter and Chief Keith to work on LMS Working Group membership completion by August 13, 2015.
- Tommy Carpenter to work on a draft revision of the by-laws by COB, August 14, 2015.
- Teresa Newsome to provide draft revised LMS Plan no later than August 24, 2015.
- LMS Working Group will update and prioritize the Project List at the next meeting on August 24, 2015.

XII. **Contact Information**

Teresa Newsome, President/Planning Manager
(O) 352-236-5348
(C) 352-572-2759
tnewsome@erecinc.com

Spencer Kostus, Disaster Assistance Specialist
(O) 352-742-4654
(C) 352-455-3308
skostus@lakecountyfl.gov

RESOLUTION NO. 2016 - 12

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county emergency management agency, develop and maintain a Hazard Mitigation Plan; and

WHEREAS Lake County desires to have and maintain this plan to protect the life and property of its citizens; and

WHEREAS Lake County, in cooperation with the municipalities of Lake County, has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Lake County from hazards

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that Lake County adopts the proposed Lake County Multi-Jurisdictional Hazard Mitigation Plan, dated February, 2016, identifying the hazards and strategies to mitigate those hazards.

This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 2 day of February, 2016.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This 2 day of February, 2016

ATTEST:

Neil Kelly, Clerk of the Board of County Commissioners Lake County, Florida

Approved as to form & legality:

Melanie Marsh, County Attorney

INSTRUMENT #2011027548
OR BK 4015 PG 999 - 999 (1 PGS)
DATE: 3/29/2011 9:42:16 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $10.00

RESOLUTION NO. 2011-106

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county department of emergency management, develop and maintain a hazard mitigation plan; and

WHEREAS the Town of Lady Lake desires to have and participate in this plan to protect the life and property of its citizens; and

WHEREAS the Town of Lady Lake, in cooperation with Lake County, has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Lady Lake and Lake County from hazards.

BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE FLORIDA that the Town of Lady Lake adopts the proposed Lake County Multi-Jurisdictional Hazard Mitigation Plan, (See Exhibit A) dated March, 2010, identifying the hazards and strategies to mitigate those hazards.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the Town Commission of the Town of Lady Lake, Florida held on the 21st day of March, 2011.

TOWN OF LADY LAKE, FLORIDA

James Richards, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

EXHIBIT "A" IS AVAILABLE FOR VIEWING IN THE TOWN CLERK'S OFFICE

K-11

RESOLUTION NO. 2016-105

A RESOLUTION OF THE TOWN OF LADY LAKE IN SUPPORT OF THE "SAFE ROUTES TO SCHOOL" PROJECT, FPN 433200-1-58/68-01; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and The Town of Lady Lake desires to facilitate the construction of the Villages Elementary School Sidewalks at CR 25; and,

WHEREAS, the State of Florida Department of Transportation has requested the Town of Lady Lake to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, **FPN 433200-1-58/68-01.**

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lady Lake that the Mayor of the Town of Lady Lake is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, **FPN 433200-1-58/68-01.**

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

RESOLVED this 4th day of **April**, **2016**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, ELORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

K-12

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration to Accept and Sign the Local Agency Program Agreement from F.D.O.T. District 5 for Construction Engineering and Inspection (CEI) Services and the Construction of the Villages Elementary School Sidewalks at CR25 through the Safe Routes to School Grant Program

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Accept and Sign the Local Agency Program Agreement from F.D.O.T. District 5 for Construction Engineering and Inspection (CEI) Services and the Construction of the Villages Elementary School Sidewalks at CR25 through the Safe Routes to School Grant Program

SUMMARY: This LAP Agreement is for $341,798.00 of grant funding through the Safe Routes to School Grant; also known as Phase II of the project as a whole. This will include Oak Ave and CR 25. This document is for the Construction Engineering and Inspection (CEI) Services, along with the construction of the sidewalks.

The CEI services are estimated by FDOT to cost $45,000.00. Town staff has estimated the services to be $45,845.00. FDOT will only fund up to $45,000.00 for these services and anything over that will have to be paid by the Town. We will not know the actual cost until we negotiate with the potential firm. FDOT expects the construction to cost $296,798.00. Once again, if it comes in over this, the Town will have to pay for the additional expense. I was able to negotiate with F.D.O.T. to raise their funding by nearly $30,000.00 in the last month so I am confident that the money we have been awarded will cover the costs. We will not know the total until the bids are in for construction and we have negotiated with a CEI firm.

FISCAL IMPACT: $341,798.00 of no match grant money

[ ] Capital Budget
[ ] Operating
[X] Other (grant funding)

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

[ ] Other [ ] Support Documents

DEPARTMENT HEAD JMDJ	**Submitted** 03/21/16	**Date** 03/21/16
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT pmw	**Approved as to Budget Requirements**	**Date** 3/24/16
TOWN MANAGER KK	**Approved Agenda Item for:** 4-4-16	**Date** 3-28-16

COMMISSION ACTION:

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

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

433200-1-58/68-01 Villages Elementary Sidewalks

REPLY REPLY ALL FORWARD ...

Derek Schroth <dschroth@bowenschroth.com> Mark as read
Mon 3/28/2016 12:50 PM

To: Mike Burske;
Cc: Kris Kollgaard;

Approved. Although our resolution will look a little different.

Sincerely,

Derek A. Schroth
Florida Bar Certified Expert in Business Litigation and Local Government Law

BOWEN & SCHROTH, P.A.
600 Jennings Ave.
Eustis, Florida 32726
Telephone: (352) 589-1414
Facsimile: (352) 589-1726
Florida Bar No. 0352070
Web Site: www.bowenschroth.com

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us> Mark as read
Mon 3/28/2016 12:41 PM

Mike,

Please review page 13-14 of the agreement - Exhibit "D" is for an alternate pay method. This project is not utilizing an alternate pay method.

Thanks!

Lisa Buscher
Florida Department of Transportation - Local Government Agreements
District Local Government Program Administrator
719 South Woodland Blvd, MS 4-520
DeLand, FL. 32720-6800
(386) 943-5452
lisa.buscher@dot.state.fl.us

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, please notify the sender, delete this message, and do not use, disseminate or copy its contents. Thank you.

Mike Burske
Mon 3/28/2016 12:35 PM
[illegible]

Mike Burske
Mon 3/28/2016 12:30 PM
[illegible]

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>
Tue 3/22/2016 4:15 PM

Mail Calendar People Tasks Mike Burske

433200-1-58/68-01 Villages Elementary Sidewalks

REPLY REPLY ALL FORWARD

Derek Schroth <dschroth@bowenschroth.com> Mark as read
Mon 3/28/2016 1:20 PM

To: Mike Burske;
Cc: Kris Kollgaard;

Approved.

Sincerely,

Derek A. Schroth
Florida Bar Certified Expert in Business Litigation and Local Government Law

BOWEN & SCHROTH, P.A.
600 Jennings Ave.
Eustis, Florida 32726
Telephone: (352) 589-1414
Facsimile: (352) 589-1726
Florida Bar No. 0352070
Web Site: www.bowenschroth.com

Mike Burske
Mon 3/28/2016 1:01 PM
As attached is the resolution. Basic boiler plate...Mike

Derek Schroth <dschroth@bowenschroth.com>
Mon 3/28/2016 12:50 PM
Approved. Although our resolution will look a little different. Sincerely, Derek A. Schro...

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>
Mon 3/28/2016 12:41 PM
Mike, Please review page 13-14 of the agreement - Exhibit "D" is for an alternate pay...

Mike Burske
Mon 3/28/2016 12:35 PM
Lisa, can you review the exhibits. It appears that "D" may be missing ..Mike

Mike Burske
Mon 3/28/2016 12:30 PM
Derek, just following up on this as I need to get an approval to submit for our April o...

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>
Tue 3/22/2016 4:15 PM
Hi, Mike! I received your message in regards to the FNF for the project and the resol...

Mike Burske
Tue 3/22/2016 1:39 PM
Derek, as attached we have seen the contract before on the previous sidewalk phase...

Draft] This message hasn't been sent.
ved on: Tue 3/22/2016 1:37 PM

FPN: 433200-1-58-01	Fund: SL	FLAIR Approp: 088717
Federal No: SRTS 329 A	Org Code: 55054010508	FLAIR Obj: 780000
FPN: 433200-1-68-01	Fund: SL	FLAIR Approp: 088718
Federal No: SRTA 329 A	Org Code: 55054010508	FLAIR Obj: 780000
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:

County No:11 Contract No: Vendor No: F591-537-624-012
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 02-500-6321
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2016 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and the TOWN OF LADY LAKE, 409 Fennell Boulevard, Lady Lake, FL 32159 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of the Villages Elementary School Sidewalks at CR 25 (2 locations), as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before April 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   A. The total cost of the Project is $ 342,643.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

   B. The Department agrees to participate in the Project cost up to the maximum amount of $341,798.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

   C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. **Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

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

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY TOWN OF LADY LAKE

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433200-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the TOWN OF LADY LAKE, 409 Fennell Boulevard, Lady Lake, FL 32159.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.789 miles (see termini below)

PROJECT DESCRIPTION: The project scope includes the addition of sidewalk along Oak Street from Clay Avenue to CR 25, and along CR 25 from Oak Street to Fennel Boulevard. The project length in total is approximately 0.789 miles. A midblock crossing will be constructed on Oak Street, approximately 400 feet west of CR 25, where the sidewalk switches from the south side to the north side of Oak Street. The midblock crossing will include signing, rectangular rapid flashing beacons, and pavement markings. All crosswalks, sidewalks, pedestrian ramps and existing driveway turnouts along the new sidewalk will also be reconstructed to meet current ADA requirements.

The addition of sidewalk will require minor drainage structure replacements, and side slope and ditch re-grading. The project will also include mobilization, maintenance of traffic (MOT), erosion control, handrail, guardrail replacement, utility adjustments, mailbox adjustments, and clearing and grubbing.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a monthly basis and progress reports shall be submitted as requested to:

Vince Vacchiano, Construction Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by July 1, 2016.
f) Construction to be completed by December 10, 2016.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 433200-1-58/68-01
TOWN OF LADY LAKE 409 Fennell Boulevard Lady Lake, FL 32159	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total PD&E Cost				
Design - 38 FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total Design Cost				
Right-of-Way - 48 FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total Right-of-Way Cost				
Construction-58 FY: 2015-2016	$296,798.00	$0.00	$0.00	$296,798.00
FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total Construction Cost	$296,798.00	$0.00	$0.00	$296,798.00
Construction Engineering and Inspection (CEI) - 68 FY: 2015-2016	$45,845.00	$845.00	$0.00	$45,000.00
FY:	———	———	———	———
FY:	———	———	———	———
Total CEI Cost	$45,845.00	$845.00	$0.00	$45,000.00
Operations – 88 FY:	———	———	———	———
FY:	———	———	———	———
FY:	———	———	———	———
Total Operations Costs	$342,643.00	$845.00	$0.00	$341,798.00
TOTAL COST OF THE PROJECT	$342,643.00	$845.00	$0.00	$341,798.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$341,798.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

L-13

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration of Three Reappointments to the Library Board

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Reappoint Three Members to the Library Board

SUMMARY: The terms of three Library Board members are expiring this month: James Page, Dorothy Grubb and Dr. Paul Harsh, and all three wish to be reappointed. There are no other current applications on file for this board.

FISCAL IMPACT: N/A

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

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

[ ] **Other** [X] **Support Documents** (Application)

DEPARTMENT HEAD	**Submitted** 3-23-16	**Date**
HR	**Approved as to form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4-4-16	**Date** 3-23-16

COMMISSION ACTION:

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

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

Reappointed 4-16-12

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

Date: 3-28-2012

Name: DOROTHY GRUBB

Mailing Address: 1350 E. SCHWARTZ BLVD

Location of residence: LADY LAKE, FL 32159

Business Location (if applicable): _____
(Economic Development Advisory Committee only)

Home Phone: 352-753-1748 **Work Phone:** _____

Cell Phone: 740-341-6634 **E-Mail Address:** DOTINFLORIDA@EMBARQMAIL.COM

Check below the Committees or Boards that you are willing to serve on:

- [ ] Economic Development Advisory Committee
- [X] Library Board
- [ ] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: RETIRED

Training or experience related to activities of boards or committees to which appointment is sought: VOLUNTEER AT LIBRARY
TEACHING EXPERIENCE

Member of the following professional or business organizations: _____

Have you served on a Town board or committee in the past? YES
If yes – name of committees/boards and dates LIBRARY BOARD

Nationality: (optional) AMERICAN **(This information is for use in the Annual Florida Department of State Report only.)**

Have you ever been convicted of a felony? (optional) NO

Please list three references that the Town may contact (excluding Town employees) – name, address and phone number:

1. MURIEL BINGLEY - 840 CORTEZ AVE LADY LAKE 750-1012
2. NELLIE INSKEEP - 904 CECELIA COURT - LADY LAKE 750-0241
3. SHIRLEY KYLER 822 SILVER OAK - LADY LAKE 753-8579

Additional information or comments may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

Dorothy Grubbs

Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: **You may be required to fill out a financial disclosure form.**

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Updated: 01-30-12

Reappointed 4-16-12

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

Date: Mar. 28, 2012

Name: Paul B. Harsh II

Mailing Address: P.O. Box 737

Location of residence: 3800 Lk. Griffin Rd. Lady Lake, FL 32159

Business Location (if applicable): _____
(Economic Development Advisory Committee only)

Home Phone: 753-8254 Work Phone: 753-4477

Cell Phone: 267-7576 E-Mail Address: FBAPTLLPASTOR@AOL.com

Check below the Committees or Boards that you are willing to serve on:

- [ ] Economic Development Advisory Committee
- [✓] Library Board
- [ ] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: Pastor

Training or experience related to activities of boards or committees to which appointment is sought: College & Post-grad. degrees. Great experience and training in administration and organization. I have a personal library and both read and write (a lot).

Member of the following professional or business organizations: NONE

Have you served on a Town board or committee in the past? yes
If yes – name of committees/boards and dates Currently - Library Board

Nationality: (optional) _____ **(This information is for use in the Annual Florida Department of State Report only.)**

Have you ever been convicted of a felony? (optional) NO

Please list three references that the Town may contact (excluding Town employees) – name, address and phone number:

1. Bob & Kathy Taylor 313 W. Mirror Lake Dr. F.P. 250-6841
2. John & Laura Czapla 1618 Myrtle Beach L.L. 753-5483
3. Bob & June Fifield 2308 Bonnieview Dr. Leesburg, FL 250-3548

Additional information or comments may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

_____
Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: **You may be required to fill out a financial disclosure form.**

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Updated: 01-30-12

Reappointed 4-16-12

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

Date: APRIL 4, 2012

Name: JAMES PAGE

Mailing Address: 713 ORCHID ST LADY LAKE

Location of residence: same as above

Business Location (if applicable): _____
(Economic Development Advisory Committee only)

Home Phone: 352-350- Work Phone: _____

Cell Phone: 7707 E-Mail Address: bushijim@thevillages.net

Check below the Committees or Boards that you are willing to serve on:

- [ ] Economic Development Advisory Committee
- [X] Library Board
- [ ] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: Retired

Training or experience related to activities of boards or committees to which appointment is sought: History Professor

Member of the following professional or business organizations: _____

Have you served on a Town board or committee in the past? YES

If yes – name of committees/boards and dates _____

LADY LAKE LIBRARY BOARD 1992 To present

Nationality: (optional) _____ (This information is for use in the Annual Florida Department of State Report only.)

Have you ever been convicted of a felony? (optional) _____

Please list three references that the Town may contact (excluding Town employees) – name, address and phone number:

1. Sherry Page 713 Orchid St. LL 350-7707
2. Dot Grubb 1350 E. Schwartz LL 753-1748
3. Rev Paul Harsh, First Baptist Church, LL

Additional information or comments may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

_____
Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

~~Please note: You may be required to fill out a financial disclosure form.~~

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Updated: 01-30-12

LIBRARY BOARD

- VOTING FORM -

Date: April 4, 2016

Please mark your selections (3) and sign your name at the bottom.

Reappointments:

	Yes	No
James Page	☐	☐
Dorothy Grubb	☐	☐
Dr. Paul Harsh	☐	☐

Thank you.

VOID - PLS USE HAND OUT AT DAIS FOR VOTE

Selection made by: _____

(Name of Commissioner)

L-14

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration of Two Appointments/Reappointments to the Economic Development Advisory Committee

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DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Appoint/Reappoint Two Members to the Economic Development Advisory Committee

---

SUMMARY: Two members of the Economic Development Advisory Committee have terms expiring this month. They are Sue Nord and Frank Kirschenheiter and both would like to be reappointed.

There is also one application on file for consideration for this vacant position by Gil Pierson.

FISCAL IMPACT: N/A

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other [X] Support Documents – Applications

DEPARTMENT HEAD	**Submitted** 3-23-16	**Date**
HR	**Approved as to form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4-4-16	**Date** 3-23-16

COMMISSION ACTION:

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

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

Aubrey Cash

From: Christopher Ayres [chr.ayres@gmail.com]
Sent: Tuesday, January 14, 2014 9:07 AM
To: Aubrey Cash
Subject: Fwd: New Board/Committee Application

I don't think I ever received an email that these need to go to so it's still coming to me. Someone used the form though!

Chris Ayres
www.CAWDinc.com
www.GiantStrideDives.com
www.MillionAyres.com

---------- Forwarded message ----------
From: **LadyLake.org** <ladylake@host103.hostmonster.com>
Date: Tue, Jan 14, 2014 at 9:04 AM
Subject: New Board/Committee Application
To: chr.ayres@gmail.com
Cc: sue.minn@ymail.com

Name: Sue Nord
Application Date: 1/14/2014
Address: 912 Tarrson Blvd, Lady Lake FL
Location of residence: Silver Lake Village
Business Location: I work out of my home
Home Phone: Same
Work Phone: 352-259-4900
Cell Phone: 352-348-9712
Email: sue.minn@ymail.com
Boards to serve on: Planning and Zoning Board
Occupation: Tom Grizzard ERA-Realtor
Training or experience related to board sought: 2term president of Big Lake Chamber of Commerce Co-chair of Big Lake \"Dream Team\" for 5 years. We worked hand in hand with the EDA to create an overlay for the templates they would ultimately use for the renovation of the City.

Member of professional/business organizations: Local, state and national Association of Realtors
Served in past?: Yes
If yes, which one?: Served as Council person for City of Federal Dam-2005-2009.
Nationality:
Convicted of felony?: No
Reference 1: Dixie Hughes, 1708 Hilton Head Blvd,Lady Lake FL, 352-750-1226
Reference 2: Deb Johnson 1525 Hillcrest Lady Lake FL 352-430-0257
Reference 3: Shirley Houde 705 Marigold Lady Lake FL 603-380-5829
Additional comments: I look forward to hearing from you and would be thrilled to help on one of your committees.

From: LadyLake.org
Cc: sue.minn@ymail.com

Nancy Slaton

From: Christopher Ayres [chr.ayres@gmail.com]
Sent: Wednesday, February 19, 2014 10:12 PM
To: Nancy Slaton; Julia Wolfe
Subject: Fwd: New Board/Committee Application

Here's another one that came in.

Chris Ayres
www.CAWDinc.com
www.GiantStrideDives.com
www.MillionAyres.com

---------- Forwarded message ----------
From: **LadyLake.org** <ladylake@host103.hostmonster.com>
Date: Thu, Feb 13, 2014 at 5:45 PM
Subject: New Board/Committee Application
To: chr.ayres@gmail.com
Cc: frank@acomputergeek.com

Name: Francis (Frank) Kirschenheiter
Application Date: 2/13/2014
Address: 1449 W Schwartz Blvd
Location of residence: 1449 W Schwartz Blvd, Lady Lake, Fl 32159
Business Location: 1449 W Schwartz Blvd, Lady Lake, Fl 32159
Home Phone: 352-205-2332
Work Phone: 352-205-2332
Cell Phone: 352-205-2332
Email: frank@acomputergeek.com
Boards to serve on: Police Pension Board / LIBRARY BOARD / LIAISON TO LAKE COUNTY / ECONOMIC DEV. ADVISORY COMM.
Occupation: Computer and Networking technician and manager
Training or experience related to board sought: Used libraries somewhat extensively all of my life.
Installed some of the first CD-ROM reference networking in libraries in Illinois.
Besides 15 years in corporate IT systems development and programming, I had my own PC sales and service networking company in Illinois, Chicago suburbs since 1985 and purchased a computer repair company in Ocala and moved it to Lady Lake in 2013.
I have experience with and installed various PC accounting systems since 1985.
Member of professional/business organizations: none to speak of (mostly of a technical IT nature)
Served in past?: No
If yes, which one?:
Nationality:
Convicted of felony?: No
Reference 1: Dan Bard, 352-259-9433
Reference 2: Henryka Presinzano, 1448 W Schwartz Blvd, 352-871-1409
Reference 3: Dan Bard, 352-259-9433
Additional comments: I would like to get more involved in the town that we have recently relocated to and

expect to spend the next 30 years in. I would rather not let things go to chance but would like to influence for a positive good.
From: LadyLake.org
Cc: frank@acomputergeek.com

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

Date: 11-5-15

Name: GIL PIERSON

Mailing Address: 17422 SETTLER CT

Location of residence: SUMMERFIELD, FL 34491

Business Location (if applicable): LADY LAKE, FL
(Economic Development Advisory Committee only)

Home Phone: 954-428-5555 ~~Work Phone:~~ Cell 954-415-1800

Cell Phone: _____ E-Mail Address: GILPIERSON@AOL.COM

Check below the Committees or Boards that you are willing to serve on:

- [ ] Citizens Advisory Task Force
- [X] Economic Development Advisory Committee
- [ ] Library Board
- [ ] Lake County Library Board Representative
- [ ] Planning & Zoning Board
- [ ] Parks, Recreation & Tree Advisory Board
- [ ] Police Pension Board

Occupation: REAL ESTATE INSTRUCTOR, LADY LAKE OFFICE

Training or experience related to activities of boards or committees to which appointment is sought: CHAMBERS OF COMMERCE AMERICAN LEGION, KNIGHTS OF COLUMBUS

Member of the following professional or business organizations: REALTOR

Have you served on a Town board or committee in the past? YES

If yes, name of committees/boards and dates: PLANNING & ZONING

Nationality: (optional) U S **(This information is for use in the Annual Florida Department of State Report only.)**

Have you ever been convicted of a felony? (optional) NO

Please list three references that the Town may contact (excluding Town employees & Commissioners) – name, address and phone number:

1. Gene Boone Realtor 352-732-3364
2. Jodi Zeller Realtor ~~352-750-3~~ 860-601-1073
3. Louise Jansen Realtor 860-899-4430

Additional information or comments may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Updated: 08/2015

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

- VOTING FORM -

VOID - PLEASE USE HAND OUT AT DAIS FOR VOTE

Date: April 4, 2016

Please mark your selections (2) and sign your name at the bottom.

Reappointment:	**Yes**	**No**
Frank Kirschenheiter	☐	☐
Sue Nord	☐	☐

Appointment:	**Yes**	**No**
Gil Pierson	☐	☐

Thank you.

Selection made by: _____
(Name of Commissioner)

L-15

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 4, 2016

SUBJECT: Consideration of purchasing 10,000 4" x 7" Emergency Informational Magnets from New World Graphics

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION:

SUMMARY: Staff is requesting to purchase 10,000 4" x 7" Emergency magnets, featuring useful numbers for the public. The magnets will contain important contact numbers essential for all residents to have on hand in case of an emergency. Numbers will include the Police, Town offices, and frequently requested numbers in the area. The price of the magnets would depend on the size and the quantity. Staff contacted four vendors for pricing and New World Graphics was the least expensive, with 10,000 magnets for $418.00.

The magnets will be available at Town Hall, Library, Police Department and various Town activities. Please see attached documents for additional information.

FISCAL IMPACT: $418.00 estimate

[ ] Capital Budget
[X] Operating
[ ] Other

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

[ ] Other

[X] Support Documents

DEPARTMENT HEAD KO **Submitted** 3-28-16 **Date**

FINANCE DEPARTMENT pass **Approved as to Budget Requirements** **Date** 3-28-16

TOWN MANAGER KO **Approved Agenda Item for:** 4-4-16 **Date** 3-28-16

COMMISSION ACTION:

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

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

Informational Magnets

New World Graphics (Vanzant Sales)

No Set-up Cost for Print Ready Image Size 4 x 7

Quantity	250	500	1000	2500	5000	10000
	$309.00	$467.00	$634.00	$534.00	$467.00	$418.00

Town of Lady Lake Quick Reference Numbers

www.ladylake.org 409 Fennell Blvd., Lady Lake, Florida

Main Number	352-751-1500
Building Division (Permitting, Zoning Clearance, Tree Removal)	352-751-1511
Code Enforcement (Hat-Racked Trees, Code Violations)	352-751-1562
Clerk's Office (Business Tax Receipts)	352-751-1501
Utilities (Water, Sewer)	352-751-1525
After Hours Emergency	352-751-1565
Public Works – (Road Conditions, Downed Trees, Low Tree Limbs, within Town Limits)	352-751-1526
After Hours Emergency	352-751-1565
Parks and Recreation	352-430-0451
After Hours Emergency	352-630-5192
Police Emergency	911
Non-Emergency	352-751-1565
Animal Control	352-751-1530
Waste Management (Garbage Pick-up)	352-748-4007

Lake County Frequently Requested Numbers

Comcast	800-266-2278
Post Office	352-753-3888
Driver's License/Tag Office	352-343-9602
Voter's Registration	352-343-9734
Chamber of Commerce	352-753-6029
The Villages Main Number	352-753-2270
The Villages Community Watch	352-753-0550
Seniors -vs- Crime	352-689-4600
Senior Help Line	352-326-5304
Lake County Clerk of Courts (Passports, Traffic Tickets, Marriage License)	352-742-4100
Lake County Sheriff's Department	352-343-9501
Lake County Emergency Operations Center	352-343-9420

911 * Emergency *Fire * Police * Ambulance * 911

NEW World Graphics

Super Magnets

48 HOUR EXPRESS SERVICE

For Indoor Use ONLY

1 TO Full color

All AT SAME LOW PRICE!

- ROUNDED CORNERS
- ULTRA HIGH GLOSS COATED
- CUSTOMER SUPPLIED DIGITAL FILE
- .023 MATERIAL THICKNESS
- IMPRINT COLORS: Full color printing. All colors must be CMYK. Exact PMS color matches are not possible. Metallic and fluorescent colors are not available.

NO EXTRA CHARGE FOR BLEEDS.

4" x 7"

5 WORKING DAYS GUARANTEED SHIPPED

All at One Price!

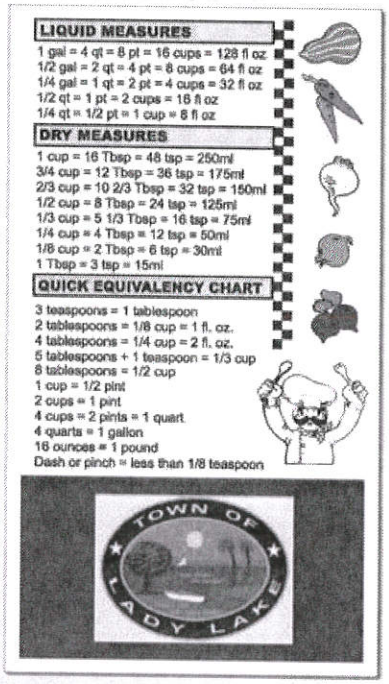
PRICE LIST

	Per 1,000						
	100	250	500	1,000	2,500	5,000	10,000
2" x 4"	$112	$160	$267	$347	$280	$227	$218
4" x 3-½"	$159	$242	$365	$447	$380	$320	$305
3-½" x 6"	$170	$274	$400	$514	$447	$387	$358
4" x 7"	$190	$309	$467	$634	$534	$467	$418
5" x 8"	$232	$375	$534	$766	$640	$584	$525

Plus Shipping & Handling

(C)

Aubrey Riley
aplusprintingzone@gmail.com
352-323-0077



Product Name Quick Reference Chart- Baking Measurement Equivalency Table

Description Never worry about not having the right measuring container for a culinary project again - the baking measurement equivalency table magnet is here to help! Each 4" x 7" magnet features the information that budding culinary artists need to make the perfect baked cakes and souffles. Add your brand in full color process imprinting for the perfect handout at wellness promotions, bake sales and more! Order now! Made in the USA.

CPN 5542529

Size 4 " x 7 "

Quantity	250	500	1000	2500	5000
Price	$0.72	$0.69	$0.63	$0.61	$0.59

Price Includes full color imprint.

8/17/2015

Rectangle Magnet 4 x 7

Item #:	S402	SPC: KIVVG-GWKHG
Category:	Magnets	Special

Need a new way to attract more customers to your business? Then create an eye-catching promotion with our 4 x 7" rectangular magnets! Spot and four color process imprints are available on this item. Magnets offer an economical solution for tradeshow giveaways, promotional mailers and announcements. Approximately 0.020 material thickness and always-in-stock!". 4.0" W x 7.0" H x 0.0" D

Colors:
Themes:

Quantity	250	500	1000	2500	5000	10000
Price ($)	0.94	0.68	0.55	0.42	0.37	0.34

CCCCCC

Price Includes: 4 Color/Spot;1 side
Options: Options: .030 Thickness (250:1.0, 500:0.74, 1000:0.61, 2500:0.48, 5000:0.43, 10000:0.34) (CCCCCC)

Imprint Area: 0.0" W x 0.0" H;
Decor. Method: 4 Color/Spot

Compliance: Prop 65
Made In: Environmentally Friendly: N/A Recyclable: No

Packaging: Bulk. 406 units per carton. 26.1464 lbs. per carton.
Prod. Time: 5 - 7 working days

Comment: For additional customization options contact factory.

© 2015 Quick Technologies Inc.

Quoted By:
PRIDE Graphics Admin
9544 County Road 476B
BUSHNELL, FL 33513

Customer Service
Questions, Information or Comments

Telephone.....: (877) 277-2208
Fax.....: (850) 894-6732
E-mail.....: centralfloridagraphics@pride-enterprises.

PRIDE Enterprises

223 Morrison Road
BRANDON, FL 33511

Town of Lady Lake

Attn: Julie Wolfe
409 Fennell Blvd
LADY LAKE, FL 32159

Quotation

Number.....: SQ_040899-1
Date.....: 8/18/2015
Page.....: 1 of 2
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....:
Quotation deadline.....: 9/17/2015
Payment.....: Net 30 days

Contact: Julie Wolfe, Ph: 352-751-1545, Email: jwolfe@ladylake.org

Customer to supply "print ready art".
All orders requiring typesetting/graphic services will be assessed @ $15.00 per hour.
Please review the following quote; if acceptable, circle the desired order quantity and note the method of payment then sign and return to (centralfloridagraphics@pride-enterprises.org)

This estimate includes Bulk Packaging and Standard Freight Charges. Any additional services such as Package Wrapping, Inside Delivery or LiftGate Service will be additional and added to the total cost of this estimate.

Quote prepared by: I/m James Daymon (Ext.6416)
Your Customer Service Representative: I/m Phillips, (Ext.6261)

DELIVERY WILL BE SET AFTER RECEIPT OF APPROVED PROOF. THIS QUOTE IS GOOD FOR 30 DAYS. STANDARD PRINTING TRADE CUSTOMS APPLY. PRODUCTS FOR DISTRIBUTION WITHIN THE STATE OF FLORIDA OR FOR INTERNATIONAL EXPORT. ACCEPTABLE OVERS/UNDERS +/10%
I AGREE WITH THE TERMS, PRICING, SHIP TO INFORMATION AND BY MY SIGNATURE AUTHORIZE THIS QUOTATION AS MY INTENT TO PURCHASE. PAYMENT WILL BE MADE BY THE FOLLOWING METHOD.

_____
Quote accepted by
Date
Invoice To Be Emailed or Faxed To:_____
PAYMENT WILL BE MADE BY THE FOLLOWING METHOD.

____ Purchase Order (provide P.O. Number) _____

____ Credit Card/Gov't P-Card (Card holder's Name)_____

____ Check (Check Number) _____

Item number	Description	Quantity	Unit	Unit price	Disc. pct.	Discount	Amount
35600123	Magnet: 4x7 .015ga w/ 3651, Calendared Laminate	500.00	EA	0.7500			375.00
35600123	Magnet: 4x7 .015ga w/ 3651, Calendared Laminate	1,000.00	EA	0.6800			680.00
3SERVICE	Customer to supply "print ready art". All orders requiring	1.00	EA				0.00

PRIDE

Quoted By:
PRIDE Graphics Admin
9544 County Road 476B
BUSHNELL, FL 33513

Customer Service
Questions, Information or Comments

Telephone.....: (877) 277-2208
Fax.....: (850) 894-6732
E-mail.....: centralfloridagraphics@pride-enterprises.

PRIDE Enterprises

223 Morrison Road
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Quotation

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Town of Lady Lake

Attn: Julie Wolfe
409 Fennell Blvd
LADY LAKE, FL 32159

typesetting/graphic services will be assessed @ $15.00 per hour

Configuration:: TypeSet

CFreight	Freight charges to be determined.	1.00 EA	0.00

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
1,055.00	0.00	0.00	0.00	0.00	1,055.00 USD