



REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: Monday, June 20, 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. **INVOCATION**¹: Reverend David Collette – First Baptist Church of Lady Lake
- D. **PLEDGE OF ALLEGIANCE:** Mayor Ruth Kussard
- E. **ROLL CALL**
- F. **PUBLIC COMMENTS**²
- G. **ANNOUNCEMENT:**
1. Announcement of Qualifying Period from 12 Noon on June 20, 2016 to 12 Noon on June 24, 2016 for the Office of Town Commissioner for Wards 2 & 4 for the General Election on November 8, 2016 (Mayor Kussard) (Pg. 4)
- H. **CONSENT**³:
2. Minutes – June 9, 2016 – Special Commission Meeting (Pg. 5)
 3. Consideration for the Lady Lake Soccer Association to Host Their Annual British Soccer Camp on June 27, 2016 - July 1, 2016 at the Rolling Acres Sports Complex Soccer Fields and to Donate the Field Rental Fees to the Lady Lake Soccer Association for Scholarships for the Fall Season (Mike Burske) (Pg. 18)

I. OLD BUSINESS:

J. NEW BUSINESS:

4. Consideration of Approval to Award Bid No. 2016-0004 for the Guava Street Sports Complex Concession Building and Parking Lot Project to Tumbleson White Construction, Inc., for the lump Sum of \$440,000.00 (Mike Burske) (Pg. 21)
5. Consideration of Approval to Utilize Neel-Schaffer, Inc. for Construction, Engineering and Inspection (CEI) Services for the Guava Street Athletic Complex Concession Stand and Parking Lot Project (Mike Burske) (Pg. 33)
6. Consideration of Proposal from Aztek Systems for Replacement of the Access Control System (C.T. Eagle) (Pg. 36)
7. Consideration of the Mutual Agreement for Pavement Management-Preservation Services with CW Roberts Contracting, Inc. for the FY 2015-16 Annual Street Resurfacing Project (C.T. Eagle) (Pg. 45)
8. Consideration of Approval to Advertise RFP 2016-0005 for Building Official Services, Plan Review, Inspections and Related Support Services (Thad Carroll) (Pg. 96)
9. Consideration of Renewing the Town Manager's Employment Contract, and if Renewed, Consideration of Annual Evaluation and COLA/Merit Performance Adjustment (Kris Kollgaard) (Pg. 105)

K. TOWN ATTORNEY'S REPORT:

L. TOWN MANAGER'S REPORT:

10. Consideration of Two Appointments/Reappointments to the Police Pension Board (Kris Kollgaard) (Pg. 121)

M. MAYOR/COMMISSIONER'S REPORT:

N. PUBLIC COMMENTS⁴

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)

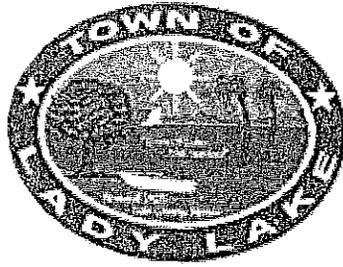
Please be advised that one or more members of any other Town Board or Committee may be in attendance of this meeting.

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

There is hereby declared a general election for the offices of Town Commissioner for Wards Two and Four for which an election shall be held on November 8, 2016, in Lady Lake, Florida.

Candidates for the office of Town Commissioner for Wards Two and Four of the Town of Lady Lake, Florida must qualify for office by filing a written petition pursuant to Section 10.02 of the Town of Lady Lake Charter with the Town Clerk, to be submitted beginning June 20, 2016 at 12:00 noon and ending June 24, 2016 at 12:00 noon.

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**MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA**

H-2

June 9, 2016

The special 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. PROCEDURE: *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: Pastor James Keough – Congregational Church of The Villages

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

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Sasha Garcia, Attorney (sitting in for Derek Schroth, Town Attorney); Thad Carroll, Growth Management Director; C. T. Eagle, Public Works Director; Chief Chris McKinstry, Police Department; Mike Burske, Parks & Recreation Director; Pam Winegardner, Finance Director; Tia O’Neal, Human Resource Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC HEARING:

1. TEFRA Hearing – Omega Communities, LLC

Mayor Kussard announced that this public hearing is being opened for consideration of the issuance of bonds by the Capital Trust Agency in an aggregate principal amount not to exceed \$46,000,000 for the purpose of loaning funds to Omega Communities LLC for the primary purpose of acquiring and constructing a senior living facility within the Town of Lady Lake. She asked if there were any persons present who would like to speak either for or against the bonds or the facility to be financed.

As no one present spoke, Mayor Kussard asked Town Manager Kris Kollgaard if she had received any written communications regarding this.

Ms. Kollgaard replied she had not, and also confirmed with Growth Management Director Thad Carroll that he had not either.

Mayor Kussard concluded the TEFRA hearing at this time.

2. Resolution No. 2016-106 – First/Final Reading – TEFRA - Approving the Issuance by the Capital Trust Agency of its Senior Living Revenue Bonds for the Purpose of Internal Revenue Code (Kris Kollgaard)

Attorney Sasha Garcia read the resolution by title only.

Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a motion.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved the first/final reading of Resolution No. 2016-106, by the following roll call vote:

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

G. ANNOUNCEMENT:

3. Announcement of Qualifying Period from 12 Noon on June 20, 2016 to 12 Noon on June 24, 2016 for the Office of Town Commissioner for Wards 2 & 4 for the General Election on November 8, 2016 (Mayor Kussard)

Mayor Kussard read the announcement as required for each meeting prior to the qualifying period ending.

H. PUBLIC COMMENTS: Mayor Kussard asked if there were any comments at this time. There were no comments.

I. CONSENTⁱⁱ:

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

4. Minutes – May 16, 2016 – Regular Commission Meeting

5. Consideration of Approval of the Second Amendment to the Interlocal Agreement for the Amenity Authority Committee to Allow the Ability for Early Voting during the Landowner Elections, and any future Landowner Elections (Kris Kollgaard)

The background summary for this agenda item is on file in the Clerk’s Office. It states that the First Amendment to the Interlocal Governmental Agreement with the Amenity Authority Committee (AAC) was first approved in May of 2010 by the VCCDD District 1 – 4 and the Lady Lake Town Commission to provide the ability for absentee voting during the Landowner Elections.

1 Since that time, they have requested, and received approval of the Second Amendment to the
2 Interlocal Governmental Agreement from the VCCDD and District 1 – 4 to provide the ability for
3 early voting during the upcoming November Landowner Election and any future Landowner
4 Elections. As a party to this agreement, the Amenity Authority Committee is respectfully
5 requesting that the Town of Lady Lake approve the Second Amendment to the Interlocal
6 Agreement.

7
8 **6. Consideration of Application to the Bulletproof Vest Partnership Initiative for Sworn**
9 **Police Personnel Vest Purchases and Replacements (Chris McKinstry)**

10
11 The background summary for this agenda item is on file in the Clerk's Office. It states that staff is
12 requesting approval to accept if awarded the 2017 U.S. Department of Justice Bulletproof Vest
13 Partnership Initiative. The Bulletproof Vest Partnership Initiative is a 50/50 match grant that
14 provides assistance to local law enforcement agencies with the purchase of new vests or
15 replacement vests coming out of warranty. Vests carry a five-year warranty.

16
17 The Police Department anticipates the need to purchase twelve new/replacement vests. The average
18 cost per vest is \$850.00, for an estimated total of \$10,200. Funding decisions are made within three
19 months after the application period closes.

20
21 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*
22 *Commission approved Consent Items #I-4 through #I-6 by a vote of 5 to 0.*

23
24 **J. OLD BUSINESS:** No old business.

25
26 **K. NEW BUSINESS:**

27
28 **7. Consideration for the Lady Lake Kiwanis Club to Utilize the Community Building and**
29 **the Junior Baseball Field on July 29th and 30th to Host Their Christmas in July Event to**
30 **Benefit Children in Need with School Supplies (Mike Burske)**

31
32 Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on
33 file in the Clerk's office). He stated that the Lady Lake Kiwanis are looking to utilize the
34 Community Building and the Junior Baseball Field to stuff backpacks with school supplies and
35 other items to help students go back to school. As shown in the e-mail included in the packet, they
36 will have food for the volunteers. They do not have a firm goal at this time of how many backpacks
37 they will provide but it should be for at least 67 students from The Villages Elementary.

38
39 Mayor Kussard asked Mr. Burske what items would be included in the backpacks.

40
41 Mr. Burske replied that they would include school supplies such as pencils, notebooks, etc.

42
43 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*
44 *Commission approved the Consideration for the Lady Lake Kiwanis Club to Utilize the*
45 *Community Building and the Junior Baseball Field on July 29th and 30th to Host Their*
46 *Christmas in July Event to Benefit Children in Need with School Supplies, by a vote of 5 to 0.*

47
48 **8. Consideration of the Purchase of Five New In-Car Video Systems to Replace Obsolete**
49 **Equipment with Funding to be Accomplished by a Budget Transaction from 1200 – Regular**
50 **Pay to 5210 – General Operating (Chris McKinstry)**

1 Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the
2 Clerk's office). He stated that all marked police patrol vehicles are equipped with an in-car video
3 camera system. They are either the new Road Runner video system, or one of two ICop video
4 systems. The older of the ICop machines are almost ten years old and are beginning to fail. The
5 Town is having difficulty, or unable, to get replacement parts. There are nine of these units
6 currently deployed in our fleet; five are in use on a daily basis, and four are in pool cars that are
7 scheduled to be auctioned next fiscal year.

8
9 In regard to the older ICop system, whenever the vehicle is turned on, the older ICop requires the
10 camera system to complete a boot-up cycle prior to the operator being prompted to enter a code.
11 This must occur before the ICop will allow the operator to manually turn on the camera or even
12 recognize any trigger event such as emergency lights being activated.

13
14 The Police Department's current policy dictates when video must be on and a flaw in the older ICop
15 system causes a potential unintended policy violation if an officer immediately responds to an
16 emergency call and does not wait for the camera to complete a boot up cycle and enter a passcode.
17 No one, especially someone who is in desperate need of assistance, wants an officer being delayed
18 responding to an emergency call by having to wait a minute or more for the boot up cycle to
19 complete before driving just to be compliant with policy. The manufacturer has advised us that
20 there is no way to circumvent the boot-up and passcode process with the older camera system.

21
22 Additionally, the obsolete and limited storage capability of the ICop system can cause the system to
23 fail if the hard drive is full. Downloading the ICop video requires the removal of the entire hard
24 drive to upload the contents to our ICOP video server. Recognizing these problems, starting two
25 years ago we began transitioning to the Road Runner video system. That particular system is
26 extremely simple and secure. When the car engine is turned on the video system auto boots and
27 begins recording, and continues recording as long as the vehicle remains running. There are no user
28 controls to manipulate or alter.

29
30 Chief McKinstry stated that with recent retirements, the vacant positions have created unused funds
31 that will not be needed to pay employee salaries this fiscal year. It is staff's recommendation that
32 we use those funds to immediately replace the five older ICop machines that are in daily service to
33 ensure the integrity of our video systems. The installation of new Road Runner system in five
34 vehicles is a total \$23,869.

35
36 Commissioner Vincent asked why the unmarked cars would not be equipped.

37
38 Chief McKinstry replied that the unmarked cars are not used for patrol

39
40 *Upon a motion by Commissioner Holden and a second by Commissioner Hannan, the*
41 *Commission approved the Purchase of Five New In-Car Video Systems to Replace Obsolete*
42 *Equipment with Funding to be Accomplished by a Budget Transaction from 1200 – Regular Pay*
43 *to 5210 – General Operating, by a vote of 5 to 0.*

44
45 **9. Consideration of Offer from Amber Byrne to Purchase Town-Owned Vacant Lots**
46 **Located at 217 Skyline Drive, 221 Skyline Drive, and 224 Longview Avenue (Kris Kollgaard)**

47
48 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the
49 Clerk's office). She stated that Amber Byrne has made the Town an offer of \$5,000.00 for the
50 vacant lot located at 217 Skyline Drive (AK# 1440033) and \$5,000.00 for the vacant lot at 221
51 Skyline Drive (AK# 2616415). Ms. Byrne has also offered \$7,000.00 for 224 Longview Avenue

1 (AK#1794871). The vacant property at 224 Longview Avenue is owned by the Town and is not
2 currently on the market as the Commission decided to hang on to this property in 2012 because of
3 its potential to become commercial in the future. Attached is the information on the properties
4 along with photographs. If the Commission approves the sale of the two or three properties, then
5 staff will work with the Town Attorney and will bring the contract(s) to the next Commission
6 meeting for final approval.
7

8 Commissioner Hannan stated that he and the Town Manager had viewed the properties last week.
9 He stated the Longview Avenue property is adjacent to a commercial lot and recommended that the
10 Town hold onto this property. He stated the Town should attempt to purchase the other lot or sign
11 an agreement with the owner that if the Town receives an offer, a sale could be negotiated.
12 Commissioner Hannan also suggested that the Town should make a higher counter-offer on the
13 Skyline lots.
14

15 Commissioner Richards commented that these properties on Skyline have been on the market for
16 over a year and the Town is not in the business of speculation.
17

18 Mayor Kussard commented that she felt \$5,000 was a fair offer on these lots.
19

20 There was further discussion by the Mayor and Commissioners.
21

22 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*
23 *Commission approved to authorize staff to work with the Town Attorney on preparing a contract*
24 *responding to the offer from Amber Byrne to purchase the Town-owned vacant lots located at*
25 *217 Skyline Drive and 221 Skyline Drive in the amount of \$5,000.00 per lot for a total of \$10,000,*
26 *and subject to the Commissioners' final approval; and to deny the offer for 224 Longview*
27 *Avenue, by a vote of 4 to 1 (Hannan).*
28

29 **L. TOWN ATTORNEY'S REPORT:**
30

31 **10. Ordinance No. 2016-11 – Second/Final Reading (Tabled from 5/16/16) – Annexation –**
32 **The Villages of Lake-Sumter, Inc., John and Patricia Porto, and Pamela A. Barsness – from**
33 **Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for**
34 **Five Lots Consisting of Approximately 0.64 +/- Acres of Land, Located in Orange Blossom**
35 **Gardens Unit, 1, 3 and 3.1b. (Thad Carroll)**
36

37 Attorney Sasha Garcia read the ordinance by title only.
38

39 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
40 file in the Clerk's office). He stated this ordinance was tabled at the request of applicant, and that
41 the applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., John and Patricia
42 Porto, and Pamela A. Barsness, has filed applications to annex properties consisting of five lots
43 located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom
44 Garden Subdivisions Units 1, 3, and 3.1B. The annexation application involves 0.64 +/- acres of
45 property from unincorporated Lake County into the Town of Lady Lake.
46

47 Mr. Carroll stated the five lots are spread out along different roads and include the following
48 addresses:
49

- 50 • 1026 Aloha Way
- 51 • 803 Aloha Way

- 811 Truman Avenue
- 815 Royal Palm Avenue
- 817 Royal Palm Avenue

He stated staff recommends approval of this ordinance. A map and an aerial view of the properties was shown, as were photos of the posting of each property.

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.

In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake, Florida, the Town may annex property into the Town which are non-contiguous to the existing municipal boundary. The proposed properties under this application exist as non-contiguous lots.

The annexation application was received on Monday, February 29, 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 (70) within 150 feet of the properties proposed by annexation request were mailed Thursday, March 24, 2016, and the properties were posted the same date. There have been no objections or letters of support received on this application.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-11, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the April 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-11 by a vote of 3-0. At the May 2, 2016 meeting, the Town Commission voted 5-0 for approval of Ordinance No. 2016-11 upon First Reading. At the May 16, 2016 meeting, Ordinance No. 2016-11 was tabled until the June 6, 2016 meeting. Mr. Carroll stated Martin Dzuro is present to answer any questions.

Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a motion.

Upon a motion by Commissioner Hannan and seconded by Commissioner Holden, the Commission approved the second/final reading of Ordinance No. 2016-11, by the following roll call vote:

HOLDEN	YES
VINCENT	YES
HANNAN	YES
RICHARDS	YES
KUSSARD	YES

11. Ordinance No. 2016-12 – Second/Final Reading (Tabled from 5/16/16) – Small Scale Future Land Use Comprehensive Plan Amendment – The Villages of Lake-Sumter, Inc., John

1 **and Patricia Porto, and Pamela A. Barsness – from Lake County Medium Urban Density to**
2 **Lady Lake Manufactured Home High Density for Five Lots Consisting of Approximately 0.64**
3 **+/- Acres of Land, Located in Orange Blossom Gardens Unit, 1, 3 and 3.1b. (Thad Carroll)**
4

5 Attorney Sasha Garcia read the ordinance by title only.
6

7 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
8 file in the Clerk's office). He stated the applicant, Martin L. Dzuro, on behalf of The Villages of
9 Lake-Sumter, Inc., John and Patricia Porto, and Pamela A. Barsness, has filed applications to amend
10 the future land use comprehensive plan for properties consisting of five lots located north of Griffin
11 Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions
12 Units 1, 3, and 3.1B. The application involves 0.64 +/- acres of property from unincorporated Lake
13 County into the Town of Lady Lake. Staff recommends approval of this ordinance. The proposed
14 properties are as follows:
15

- 16 • 1026 Aloha Way
- 17 • 803 Aloha Way
- 18 • 811 Truman Avenue
- 19 • 815 Royal Palm Avenue
- 20 • 817 Royal Palm Avenue
- 21

22 The Small Scale Future Land Use Map Amendment application was received on Monday, February
23 29, 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as
24 required to meet the requirements of the Land Development Regulations (LDRs) as well as the
25 adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.
26

27 A map and an aerial view of the properties was shown, as were photos of the posting of the
28 properties.
29

30 Notices to inform the surrounding property owners (70) within 150' of the property of the proposed
31 annexation were mailed on Thursday, March 24, 2016, and the properties were posted this same
32 date.
33

34 Concurrency Determination Statement - The Villages has removed existing manufactured homes on
35 three of the lots in a historic section of the Villages known as Orange Blossom Gardens to construct
36 a similar size conventional built home on each lot (the two homes on Aloha Way have yet to be
37 removed). There will be no increase in utility services, traffic, population, or recreation use.
38

39 Mr. Carroll stated there will be no impact on Town services as follows:
40

41 Potable Water – No impact, lots are served by the Village Center Community Development District
42 Central Water System.
43

44 Sewer – No impact, lots are served by the Village Center Community Development District Central
45 Sewer System.
46

47 Schools – Not factored for project – no foreseen impact of students as the project is located within
48 an active adult retirement community.
49

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

3
 4 Parks & Recreation – The small scale future land use amendment will not cause P&R Level of
 5 Service to be exceeded since the project is for the replacement of existing homes. Additionally, the
 6 Villages provides its residents with all Park and Recreation Amenities.

7
 8 Stormwater – Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake
 9 Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

10
 11 Applications have been reviewed and determined to be complete. The applicant has submitted all
 12 appropriate material in compliance with the Land Development Regulations (LDRs) and the
 13 application is ready for transmittal to the Town Commission. Additionally, the applications were
 14 reviewed and determined to be in compliance with the directives of the adopted Comprehensive
 15 Plan in accordance with the sought designation. A Concurrency Determination Statement has also
 16 been included as part of the Small Scale Comprehensive Plan Amendment Application, which the
 17 applicant submitted to explain expected impacts on Town Services.

18
 19 The subject properties involve approximately 0.64 ± acres lie in Section 06, Township 18 South,
 20 Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as
 21 follows:

22 **Future Land Use**

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County Medium Urban Density
East	Lake County – Medium Urban Density
North	Lake County Medium Urban Density
South	Lake County Medium Urban Density

23
 24 Comments:

- 25
 26 1) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale
 27 Future Land Use Amendment Application.
 28 2) In accordance with the Interlocal Agreement for Building Permits & Inspections Section 2). A).,
 29 executed on June 23, 2015, if The Villages has applied for annexation, then the Town can issue
 30 building permits located within the unincorporated area.
 31 3) Project will be required to adhere to St. John’s River Water Management District guidelines and
 32 the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood
 33 Hazard Areas.

34
 35 Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed
 36 application for Ordinance No. 2016-12, and determined the application to be complete and ready for
 37 transmittal to the Planning and Zoning Board. At the April 11, 2016 meeting, the Planning and
 38 Zoning Board recommended approval of Ordinance No. 2016-12 by a vote of 3-0. The Local
 39 Planning Agency considered this ordinance at an earlier meeting today and voted 5-0 for approval.
 40 At the May 2, 2016 meeting, the Town Commission voted 5-0 for approval of Ordinance No. 2016-
 41 12 upon First Reading. At the May 16, 2016 meeting, Ordinance No. 2016-12 was tabled until the
 42 June 6, 2016 meeting. Mr. Carroll stated Martin Dzuro is present to answer any questions.

1 Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a
2 motion.

3
4 *Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the*
5 *Commission approved the second/final reading of Ordinance No. 2016-12, by the following roll*
6 *call vote:*

7		
8	<i>HOLDEN</i>	<i>YES</i>
9	<i>VINCENT</i>	<i>YES</i>
10	<i>HANNAN</i>	<i>YES</i>
11	<i>RICHARDS</i>	<i>YES</i>
12	<i>KUSSARD</i>	<i>YES</i>
13		

14 **12. Ordinance No. 2016-13 – Second/Final Reading (Tabled from 5/16/16) – Rezoning –**
15 **The Villages of Lake-Sumter, Inc., John and Patricia Porto, and Pamela A. Barsness –**
16 **Rezoning from Lake County Residential Medium (RM) to Lady Lake Mixed Residential**
17 **Medium Density (MX-8) for Five (5) Lots of Approximately 0.64 +/- Acres – Located within**
18 **Located Within Orange Blossom Gardens Units 1, 3, And 3.1b. (Thad Carroll)**

19
20 Attorney Sasha Garcia read the ordinance by title only.

21
22 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
23 file in the Clerk’s office). He stated this ordinance was tabled at the request of applicant, and that
24 the applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., John and Patricia
25 Porto, and Pamela A. Barsness, has filed an application to rezone properties consisting of five lots
26 located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom
27 Garden Subdivisions Units 1, 3, and 3.1B. The application involves rezoning 0.64 +/- acres of
28 property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium
29 Density (MX-8). The MX-8 designation is consistent with the other lots in the Villages which are
30 presently in the Town of Lady Lake’s jurisdiction. Staff recommends approval of this ordinance.
31 The proposed properties are as follows:

- 32
- 33 • 1026 Aloha Way
- 34 • 803 Aloha Way
- 35 • 811 Truman Avenue
- 36 • 815 Royal Palm Avenue
- 37 • 817 Royal Palm Avenue
- 38

39 The Rezoning application was received on Monday, February 29, 2016, and has been reviewed and
40 determined to be complete, satisfying the necessary criteria as required to meet the requirements of
41 the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is
42 ready for transmittal to the Town Commission.

43
44 Notices to inform the surrounding property owners (70) within 150’ of the property of the proposed
45 annexation were mailed on Thursday, March 24, 2016, and the properties were posted this same
46 date.

47
48 The current zoning map was shown. The subject properties lie in Section 06, Township 18 South,
49 Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information

1 have been included with the submitted application. The zoning designation of the subject properties
 2 and adjacent properties are as follows:

3 **Zoning**

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM)
South	Lake County Residential Medium (RM)

4
 5 Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed
 6 application for Ordinance No. 2016-13, and determined the application to be complete and ready for
 7 transmittal to the Planning and Zoning Board. At the April 11, 2016 meeting, the Planning and
 8 Zoning Board recommended approval of Ordinance No. 2016-13 by a vote of 3-0. At the May 2,
 9 2016 meeting, the Town Commission voted 5-0 for approval of Ordinance No. 2016-13 upon First
 10 Reading. At the May 16, 2016 meeting, Ordinance No. 2016-13 was tabled until the June 6, 2016
 11 meeting. Mr. Carroll stated Martin Dzuro is present to answer any questions.

12
 13 Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a
 14 motion.

15
 16 *Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the*
 17 *Commission approved the second/final reading of Ordinance No. 2016-13, by the following roll*
 18 *call vote:*

HOLDEN	YES
VINCENT	YES
HANNAN	YES
RICHARDS	YES
KUSSARD	YES

19
 20
 21
 22
 23
 24
 25
 26 **13. Ordinance No. 2016-17 – Second/Final Reading – Revisions to the Land Development**
 27 **Regulations Chapter 17, Sign Regulations; Amending Sections 17-2. - Permitting**
 28 **Requirements, 17-3. - General Requirements, 17-4. - Permanent Signs, and 17-5. Temporary**
 29 **Signs (Thad Carroll)**

30
 31 Town Attorney Derek Schroth read the ordinance by title only.

32
 33 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
 34 file in the Clerk’s office). He stated that on October 5, 2009, Town Commission approved
 35 Ordinance No. 2009-15 in an effort to update Chapter 17, Sign Regulations, which were originally
 36 adopted in 1994. The changes that were incorporated sought to put more detailed sign restrictions
 37 both for safety and aesthetic purposes, as well as signage provisions for temporary and promotional
 38 events.

39
 40 It has been almost seven years since the sign Code have been amended, and as staff has been
 41 progressively working with the sign Code provisions, particularly our Code Enforcement, Growth
 42 Management Dept., and even Public Works, Town staff has been directed to revise certain sections
 43 of Chapter 17 that continuously result in variance applications; issues which appear to be more the
 44 norm rather than the exception. In addition, the changes made under section 17-2) will help clarify

1 permitting requirements and diminish conflicts in the interpretations to the Sign Code, thus
2 communicating a better understanding to our citizens and the general public of our regulations.
3

4 Mr. Carroll reviewed the proposed revisions on 17-4) which aim to allow flexibility for businesses
5 to select which façade to place wall signage, as long as the sign proposal adheres to maximum
6 square footage allowed and the wall sign is placed on exterior elevations facing the public street
7 with an unobstructed view of seventy-five percent minimum when viewed from any given point
8 along the right of way or along the patron’s parking areas. This would allow St. Albans Church to
9 do what they wanted to do without applying for a variance. He stated this is the only change to the
10 ordinance since the first reading.
11

12 Amendments to section 17-5) will extend the display of promotional banners and/or feather flags an
13 additional time a year for a maximum of four times a year per each business. Overall, the proposed
14 amendments to Chapter 17- Sign Regulations seek to align and reconcile existing practices with the
15 written provisions of the Code.
16

17 The Planning and Zoning Board recommended approval with a 3-0 vote at the meeting held on
18 Monday, May 9, 2016. The Town Commission heard Ordinance No. 2016-17 for first reading on
19 Monday, May 16, 2016, and recommended approval with a 5-0 vote.
20

21 Mayor Kussard asked if there were any questions or comments from the audience.
22

- 23 - Joe Quinn of 633 Rainbow Blvd. commented that now would be the time to incorporate
24 other changes to include requirements regarding lumens or brightness, flashing, and message
25 changes per minute, as these could be distracting.
26

27 Mayor Kussard stated the current regulations do not allow for flashing signs.
28

29 Town Manager Kris Kollgaard agreed that the LDRs already address some of these issues.
30

31 Mr. Carroll confirmed that these items are already addressed in the sign regulations, especially
32 regarding changes per minute on the billboard signs. He asked that staff be notified if any signs are
33 noted that are distracting due to brightness or flashing.
34

35 *Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the*
36 *Commission approved the second/final reading of Ordinance No. 2016-17, by the following roll*
37 *call vote:*
38

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

45 **M. TOWN MANAGER’S REPORT:**
46

47 **12. Consideration of Rescheduling the First Commission Meeting in July to Wednesday,**
48 **July 6, 2016 Due to the 4th of July Holiday (Kris Kollgaard)**
49

1 Town Manager Kris Kollgaard stated that the 4th of July falls on the first Monday in July. She
2 asked the Commission for their approval to hold the first Commission meeting in July on
3 Wednesday, July 6th instead.

4
5 Commissioner Richards stated he may not be able to attend the Commission meeting that week.
6

7 ***The Commission approved this request by consensus.***
8

9 Ms. Kollgaard reminded the Commissioners that the budget workshop is scheduled for Tuesday,
10 July 12, 2016, at 9 a.m., and work books will be available on July 6th.

11
12 Ms. Kollgaard reported that the Town has gotten a lot of compliments on the portable speed sign
13 purchased by the Police Department, and there have been many requests for it to be installed in their
14 neighborhoods. She asked if the Commissioners would be in favor of looking at the budget to see if
15 another could be purchased (cost of \$4,635) out of any extra funds in this year's budget.

16
17 Mayor Kussard agreed that she has heard a number of positive comments regarding the portable
18 speed signs. She suggested purchasing more than two if possible.

19
20 Ms. Kollgaard stated that staff could look into purchasing more out of the upcoming year's budget.

21
22 Commissioner Richards stated he liked the idea of looking at the upcoming budget for this, rather
23 than out of this year's budget.

24
25 Commissioner Hannan asked if there was a possibility of getting a discount if the Town purchased
26 more than one.

27
28 Ms. Kollgaard stated that staff will check on this.
29

30 Ms. Kollgaard reported that the Police Pension Board decided by a vote of four to one to replace the
31 current Police Pension attorney. She stated she will be meeting with the chairperson to draw up an
32 RFP for the Board members to review, and they will make their selection from the responses at a
33 public meeting.

34
35 Ms. Kollgaard reported that she and Mr. Carroll attended the FDOT and Lake County partnering
36 meeting and the Rolling Acres Road cross-over changes were discussed. Lake County has advised
37 that they are finalizing the plans, which should be available to the Town in a couple of weeks. She
38 stated she will forward the plans for the changes to the Commission once received.

39
40 Ms. Kollgaard asked if the Commissioners were in agreement to allow Waste Management to
41 distribute the flyers to residents regarding pick-up dates and times, etc. The Commissioners were in
42 agreement with this.

43
44 Ms. Kollgaard stated that the Police Department vacation and sick time was merged into paid time
45 off (PTO) a couple of years ago, and it allowed Police Department employees to sell back up to 80
46 hours if they did not call in more than three days during the year. This was a good incentive and
47 has reduced employees calling in sick quite a bit. She asked if the Commissioners would be in
48 agreement with sending out a survey to general employees of the Town to see how they would feel
49 about PTO versus separate vacation and sick time. Ms. Kollgaard stated the incentive to sell back
50 up to 80 hours if an employee has not called in sick more than three times, and has taken at least 40
51 hours of vacation time, was well received by Police Department employees and is especially helpful

1 at Christmas time. She stated it will also help the Town as the employees are paid out time at their
2 current rate, and if it was paid out two or three years later, it may be at a higher rate. Financially, it
3 helps keep it off the books.
4

5 The Commissioners were in agreement. Ms. Kollgaard stated she will send the survey out to the
6 Commissioners for their review.
7

8 **N. MAYOR/COMMISSIONER’S REPORT:** There were no reports.
9

10 **O. PUBLIC COMMENTS:**

11 Mayor Kussard asked if there were any further questions or comments. There were no comments.
12
13

14 **P. ADJOURN:** The meeting was adjourned at 6:43 p.m.
15
16

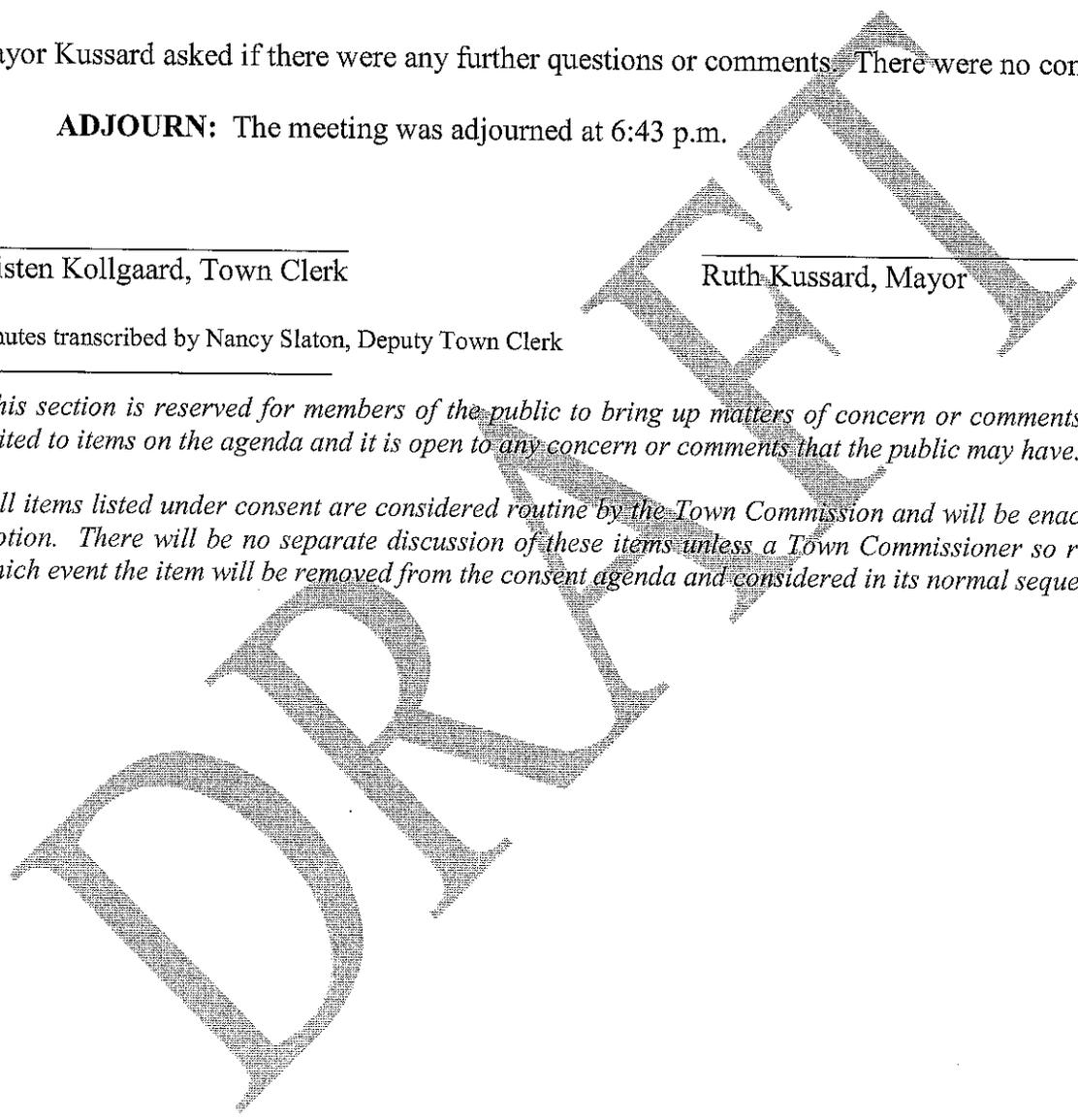
17
18 Kristen Kollgaard, Town Clerk

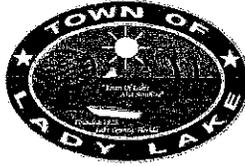
Ruth Kussard, Mayor

19 Minutes transcribed by Nancy Slaton, Deputy Town Clerk
20

i 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.

ii 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.





H-3

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20, 2016

SUBJECT: Consideration for the Lady Lake Soccer Association to Host Their Annual British Soccer Camp on June 27, 2016 - July 1, 2016 at the Rolling Acres Sports Complex Soccer Fields and to Donate the Field Rental Fees to the Lady Lake Soccer Association for Scholarships for the Fall Season.

DEPARTMENT: Parks and Recreation

RECOMMENDED MOTION: Approval for the Lady Lake Soccer Association to Host Their Annual British Soccer Camp on June 27, 2016 - July 1, 2016 at the Rolling Acres Sports Complex Soccer Fields and to Donate the Field Rental Fees to the Lady Lake Soccer Association for Scholarships for the Fall Season.

SUMMARY: The Lady Lake Soccer Association is seeking permission to once again host their summer British Soccer Camp through Challenger Sports. This camp, as last year, gave the area children the opportunity to learn soccer skills from very skilled coaches. In watching the camp and how it was coordinated through the years, I believe it to be a benefit to the community. At the camp, all participants are given a ball and are given a shirt for the camp if they signed up early. If you would, please view the Challenger Sports website at www.challengersports.com before the meeting to see who they are and what they teach. Challenger Sports does provide their own insurance and also provide background checks for all of the coaches. Challenger Sports will once again rent the fields. Last year, the Town donated the field rental fee to the Lady Lake Soccer Association to assist those who are unable to pay to play soccer. The funds would come in too late to help those who are unable to pay for the camp. The camp varies from 30 to 80 participants.

FISCAL IMPACT: Revenue up to \$1,050.00 plus \$73.60 for tax.

- [] Capital Budget
[] Operating
[] Other (Revenue)

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

[] Other [] Support Documents

Table with 3 columns: Role, Action/Date, Date. Rows include DEPARTMENT HEAD, HR, FINANCE DEPARTMENT, and TOWN MANAGER.

COMMISSION ACTION:

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

Lady Lake Soccer

REPLY REPLY ALL FORWARD



Mike Burske
Fri 6/3/2016 8:38 AM
Sent Items

Mark as unread

To: Kris Kollgaard;

Kris, FYI, Tia gave the ok for the British Soccer Camp Insurance...Mike



Tia Oneal
Thu 6/2/2016 9:56 AM

Mark as unread

Good to go.



Tia



Mike Burske
Tue 5/31/2016 2:37 PM
Sent Items

Mark as unread

2 attachments

Lady Lake
COI PDF

Challenger
~.pdf

FYI, for our annual British Soccer Camp...Mike



Melissa Dorsey <MDorsey@riskinsuranceco.com>
Tue 5/31/2016 1:56 PM

Attached is the...



Mike Burske
Tue 5/31/2016 1:26 PM
Sent Items

Mark as unread

Melissa, can we get this to say Town of Lady Lake Lady Lake FL 409 Fennell Blvd
32159 and not the Lady Lake Soccer Association? Need it a.s.a.p.

Thanks,
Mike Burske
Parks and Recreation Director
Town of Lady Lake
(352) 577-4433



Melissa Dorsey <MDorsey@riskinsuranceco.com> Mark as unread
Tue 4/26/2016 2:29 PM

2 attachments

British

2 of 127



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2016

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

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

PRODUCER Risk & Insurance Consultants, Inc 5416 Glenridge Drive Atlanta GA 30342		CONTACT NAME: Becky Compton PHONE (A/C, No, Ext): (678) 384-5505 FAX (A/C, No): (678) 904-4473 E-MAIL ADDRESS: bcompton@riskinsuranceco.com															
INSURED Challenger Sports Corp 8263 Flint St Lenexa KS 66214		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Massachusetts Bay Ins</td> <td>22306</td> </tr> <tr> <td>INSURER B Allmerica Financial Alliance Ins Co</td> <td>10212</td> </tr> <tr> <td>INSURER C Hanover Ins Co</td> <td>22292</td> </tr> <tr> <td>INSURER D Technology Ins Co</td> <td>42376</td> </tr> <tr> <td>INSURER E QBE Ins Corp</td> <td>39217</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Massachusetts Bay Ins	22306	INSURER B Allmerica Financial Alliance Ins Co	10212	INSURER C Hanover Ins Co	22292	INSURER D Technology Ins Co	42376	INSURER E QBE Ins Corp	39217	INSURER F:	
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INSURER D Technology Ins Co	42376																
INSURER E QBE Ins Corp	39217																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16 17 rev Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZDA 9436702-05	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liability \$ 1,000,000												
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ADA9394043-06	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000												
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHA9436692-04	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000												
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3534334	1/1/2016	1/1/2017	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </tbody> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
	PER STATUTE	OTHER																
E.L. EACH ACCIDENT		\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																
E	Participant Accident		AHH006104	1/1/2016	1/1/2017	Accident / Medical \$25,000												

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

RE: British Soccer Camp
June 27th - July 1st

Lady Lake Soccer Assoc. and Town of Lady Lake are Additional Insured in regards to General Liability where required by written contract.

CERTIFICATE HOLDER

mburske@ladylake.org

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

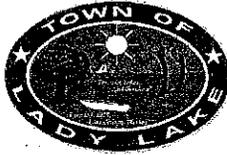
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Molina/BECKY

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J-4

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20, 2016

SUBJECT: Consideration of Approval to Award Bid No. 2016-0004 for the Guava Street Sports Complex Concession Building and Parking Lot Project to Tumbleson White Construction, Inc. (TWC) for the Lump Sum of \$440,000.00

DEPARTMENT: Parks and Recreation Department

RECOMMENDED MOTION: Approval to Award Bid No. 2016-0004 for the Guava Street Sports Complex Concession Building and Parking Lot Project to Tumbleson White Construction, Inc. (TWC) for the Lump Sum of \$440,000.00.

SUMMARY: Tumbleson White Construction, Inc. (TWC) came in as the lowest competent bidder the second time we put this project out to bid. Their original bid was \$448,320.00, and as you will see in the e-mails, it was negotiated down to \$440,000.00 in order to leave a \$27,000.00 contingency. As the Construction, Engineering and Inspection (CEI) services will come to \$20,000.00, the total for the project will be \$460,000.00. As you know and have seen the plans to this project, it will change the look of the area and give the Little League a new concession stand and meeting/storage building. This item passed the Parks, Recreation and Tree Board by a vote of 5-0.

FISCAL IMPACT: \$440,000.00 from Parks and Recreation Impact Fees (current balance of \$487,315.02).

- [] Capital Budget
[] Operating
[X] Other - Impact Fees

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

[X] Other-Minutes, Recommendation Letter from Neel-Schaffer, and Contract

Table with 3 columns: DEPARTMENT HEAD, Submitted, Date. Rows include HR, FINANCE DEPARTMENT, and TOWN MANAGER with handwritten signatures and dates.

COMMISSION ACTION:

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

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**MINUTES OF THE
TOWN OF LADY LAKE
PARKS, RECREATION AND TREE BOARD ADVISORY COMMITTEE
LADY LAKE, FLORIDA**

June 8, 2016
5:30 p.m.

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The Parks, Recreation and Tree Advisory Committee special meeting was held in the Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake, Florida.

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CALL TO ORDER: Chryle Lowery, Chairperson

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44

Chairperson/Member Lowery called the meeting to order at 5:30 p.m.

45
46
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49
50
51

A. ROLL CALL: Rick Jones, Member
Betty Cantelmo, Member
Linda Denby, Member
Chryle Lowery, Chairperson/Member
Doris Turlo, Vice Chairperson/Member

STAFF MEMBERS PRESENT: Mike Burske, Parks and Recreation Director; Carol Osborne, Staff Assistant to Town Clerk.

B. OPEN FORUM:

Chairperson Lowery asked if there were any comments from the audience. There were no comments.

C. NEW BUSINESS:

1. APPROVAL OF THE MINUTES: April 13, 2016 Parks, Recreation and Tree Advisory Meeting

Upon a motion by Member Turlo and a second by Member Jones, the Parks, Recreation and Tree Advisory Committee approved the minutes of the April 13, 2016 Parks, Recreation and Tree Advisory Committee meeting as presented by a vote of 5-0.

2. Consideration to Send and Recommendation to the Commission to Award Bid No. 2016-0004 for the Guava Street Sports Complex Concession Building and parking Lot Project to Tumbleson White Construction, Inc. (TWC) for the Lump Sum of \$440,000.00. (Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Town Clerk's office). He reported this is the second time this project was bid. The bids received the first time were too high, and all were rejected. He stated that Tumbleson White Construction, Inc. came in as the lowest competent bidder with their bid of \$448,320.00. Referring to the correspondence and e-mail included in the Board's meeting packet, Mr. Burske noted that the original bid was negotiated down to \$440,000.00. This will leave a \$27,000.00 contingency. He stated the construction, engineering and inspection services will amount to \$20,000.00. Therefore, the total cost

1 for the project will be \$460,000.00. Mr. Burske stated this project will be an improvement to that area,
2 and it will give the Little League a new concession stand, meeting/storage building, and a new parking
3 lot.

4
5 Member Denby stated, in the backup documents for this bid proposal included in the packet, there is a
6 figure of \$502,089.00 which is marked out, and questioned what their bid was when the bid was opened.

7
8 Mr. Burske stated the documents arrived with that figure already struck by the contractor. He emphasized
9 that he, in no way, altered the figures in the documents. He stated he focused solely on the figure clearly
10 displayed on the bid documents.

11
12 Member Denby questioned why the contractor did not submit a proposal with the corrected figure.

13
14 Mr. Burske stated he cannot answer for the contractor. He stated they honored their bid of \$448,320.00.

15
16 Member Cantelmo questioned if there is a bond on this project.

17
18 Mr. Burske replied a bond, and insurance is required as part of the contract.

19
20 Member Turlo stated the project is to be completed in 150 days, and questioned what is the Town's
21 recourse if the project is not completed in that time frame.

22
23 Mr. Burske stated the Town can grant a time extension or call the bond, if necessary. He stated if the
24 contractor is on the job site every day and is then delayed due to extenuating circumstances such as
25 adverse weather conditions, the Town could grant a time extension. However, if the contractor is not
26 working on the project in good faith, the Town has the ability to call the bond.

27
28 Member Lowery questioned Mr. Burske if he is familiar with the contractor.

29
30 Mr. Burske replied that he is not familiar with the contractor.

31
32 Member Turlo questioned the fee of \$20,000.00 for construction administration noted on the letter from
33 Neel-Schaffer.

34
35 Mr. Burske stated that is the next agenda item. He summarized this construction administration fee is to
36 ensure the contractor is performing his job to the project specifications.

37
38 *Upon a motion by Member Jones and a second by Member Cantelmo, the Parks, Recreation*
39 *and Tree Advisory Committee recommends that the Commission award Bid No. 2016-0004 for*
40 *the Guava Street Sports Complex Concession Building and Parking Lot Project to Tumbleson*
41 *White Construction, Inc. (TWC) for the Lump Sum of \$440,000.00, by a vote of 5-0.*

42
43 **3. Consideration to Send a Recommendation to the Commission to Utilize**
44 **Neel-Schaffer, Inc. for Construction, Engineering and Inspection (CEI) Services for the**
45 **Guava Street Athletic Complex Concession Stand and Parking Lot Project. (Mike Burske)**
46

47 Parks and Recreation Director Mike Burske gave the background summary for this agenda item
48 (on file in the Town Clerk's office). He reported that Neel-Schaffer Engineering has submitted a
49 proposal for the Construction, Engineering, and Inspection Services for the concession stand and
50 parking lot project, in the amount of \$20,000.00. He stated these services ensure that the
51 contractor is constructing the project according to the Town's code and design specifications.
52 He noted when the request for proposals for this project was advertised last year, the

1 construction, engineering and inspection services did not include the parking lot as part of the
2 project. He stated their letter agreement, included in the Board's meeting packet, outlines their
3 scope of services.

4
5 Member Denby clarified this is the company who will perform all of the inspections on the
6 project.

7
8 Mr. Burske replied that Member Denby is correct.

9
10 Member Denby questioned if this company was the engineer for this project.

11
12 Mr. Burske replied Neel-Schaffer was the design engineer for this project.

13
14 *Upon a motion by Member Cantelmo and a second by Member Turlo, the Parks, Recreation*
15 *and Tree Advisory Committee recommends that the Commission to Utilize Neel-Schaffer, Inc.*
16 *for Construction, Engineering, and Inspection (CEI) Services for the Guava Street Athletic*
17 *Complex Concession Stand and Parking Lot Project, by a vote of 5-0.*

18
19 **D. CHAIRPERSON/MEMBERS' REPORT:**

20
21 Member Jones questioned if the Parks and Recreation Advisory Board forwards these approved
22 items to the Town Commission, and questioned when the commission will meet next.

23
24 Mr. Burske stated the Town Commission will consider these items at their June 20, 2016
25 meeting.

26
27 Member Jones questioned when construction commence for this project.

28
29 Mr. Burske stated the project should begin approximately August 1, 2016. He stated prior to the
30 construction, the contractor needs to get their required bonds and insurance secured and have
31 them reviewed by the engineer.

32
33 Member Jones stated the completion date should be approximately the end of November 2016.
34 He stated he was disappointed this project was delayed.

35
36 Mr. Burske stated when the first round of bids were received last year, they were all over budget
37 and subsequently rejected. He stated he revisited the project and knew during the second bid
38 process approximately what the project would cost and was prepared.

39
40 Discussion held regarding today's construction costs.

41
42 **E. ADJOURN:**

43
44 *With nothing further to discuss, the meeting was adjourned at 5:42 p.m.*

45
46
47
48 _____
49 Carol Osborne, Staff Assistant to Town Clerk

Chryle Lowery, Chairperson

50 Minutes transcribed by Carol Osborne, Staff Assistant to Town Clerk

May 25, 2016

Mr. Mike Burske
Parks and Recreation Director
The Town of Lady Lake
260 Rolling Acres Road
Lady Lake, Florida 32159

Re: GUAVA STREET SPORTS COMPLEX
CONCESSION BUILDING AND PARKING LOT PROJECT
LADY LAKE, LAKE COUNTY, FLORIDA

Dear Mike:

On May 19, 2016, the Town of Lady Lake and Neel-Schaffer Inc. received sealed construction bids for the above referenced project from two (2) contractors, Tumbleson White Construction, Inc. and Emmett Sapp Builders, Inc. The attached tabulation of bids represents a summary of the lump sum price bid totals by the prospective bidders. Based on a review of the information provided to us, both bid proposals appear complete and properly executed. They have submitted bid proposals to comply with all bidding requirements called for in the bid documents.

Based upon the information in the bid proposal, each are licensed Contractors in the State of Florida and seem to possess the manpower and equipment necessary to perform the classes of work within the time specified. The responses from the contacted references indicate that the contractors have performed satisfactorily on past similar projects and historically completed projects within the specified contract times.

In summary, based on our review of the qualification submittals from the two bidders, our conversations with references and our analysis of the bid tabulations, we find Tumbleson White Construction, Inc. (TWC) to be the lowest, responsible and responsive. At your direction, I contacted Joe White, President of TWC, to discuss performance of this contract for the Lump Sum price of \$440,000 instead of the Total base bid including deductive alternate no 1 amount of \$442,936 submitted in their bid. Joe agreed and responded by email accepting that price adjustment (see attached). Therefore, we recommend that the above referenced construction contract be awarded to Tumbleson White Construction, Inc. for the lump sum contract amount of \$440,000.

Sincerely,
Neel-Schaffer, Inc.



Steven R. Cockerham, P.E.
Senior Project Manager

Steve Cockerham

From: Joe White <jwhite@tw-ci.com>
Sent: Tuesday, May 24, 2016 4:04 PM
To: Steve Cockerham; Joel Montgomery; John Tumbleson
Subject: Guava Street Sports Complex

Steve,

Good to speak with you concerning the Guava Street Complex in Lady Lake.

As a confirmation, after the Alternate #1 Deduct of the Split Faced Block, Tumbleson White Construction agrees to the contract/bid total of \$440,000.

We look forward to working with you and with the Town of Lady Lake.

Please let us know if you need any additional information,

Joe White

--

Joseph M. White LEED AP
President

TUMBLESON WHITE CONSTRUCTION, INC.

p. 352.373.8883
f. 352.373.7334
jwhite@tw-ci.com

CONTRACT

TOWN OF LADY LAKE GUAVA STREET SPORTS COMPLEX CONCESSION BUILDING AND PARKING LOT PROJECT

This Contract, made this, the _____ day of _____, 20____, by and between The Town of Lady Lake hereinafter called "Owner" and Tumbleson White Construction, Inc. doing business as a Corporation located in Gainesville, Florida, hereinafter called the "Contractor".

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

1. The CONTRACTOR will commence and complete the TOWN OF LADY LAKE GUAVA STREET SPORTS COMPLEX CONCESSION BUILDING AND PARKING LOT PROJECT in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice To Proceed and will attain Final Completion within 150 consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents. The Contractor agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day that he shall be in default in attaining Substantial and Final Completion within the time stipulated as provided herein.

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

3. The term "Contract Documents" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Florida and the Ordinances of the Town of Lady Lake, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of Four Hundred Forty thousand dollars (\$ 440,000.00) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that

may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgements or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation, injury to or death of any person whomever and destruction or damage to any property whatsoever.
6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Florida, in the sum of Four Hundred Forty Thousand dollars (\$440,000.00).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Florida, in the sum of Four Hundred Forty Thousand dollars (\$440,000.00).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. In addition to other contract requirements provided by law, each public agency (Town of Lady Lake) contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and condition that the public agency (Town of Lady Lake) would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes current edition or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency (Town of Lady Lake) all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency (Town of Lady Lake).

If the contractor does not comply with a public records request, the public agency (Town of Lady Lake) shall enforce the contract provisions in accordance with the contract.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

The Town of Lady Lake
Owner

Tumbleson White Construction, Inc.
Contractor

BY _____

BY _____

ATTEST _____

ATTEST _____

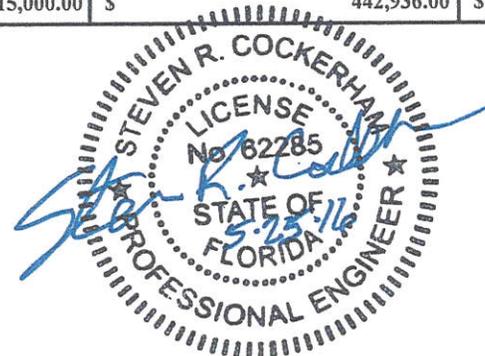
(Seal)

(Seal)

Town of Lady Lake, Florida
Guava Street Sports Complex Concession Building and Parking Lot Project
Bid Tabulation

				Engineer's Estimate		Tumbleson White Construction, Inc. 4011 NW 43rd St., Suite B Gainesville, FL 32606		Emmett Sapp Builders, Inc. 4430 NE 83rd Rd. Wildwood, FL 34785	
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.0	Mobilization, bonds, permits, utility service connection fees and utility make ready fees.	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,480.00	\$ 18,480.00	\$ 9,000.00	\$ 9,000.00
2.0	Indemnification.	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00
3.0	Temporary Signage, Temporary Security Fencing, Erosion Control, Demolition of existing Concession Building, designated sidewalk removal, asphalt removal, concession septic tank removal, tree removal, sign removal, conductor removal, conduit removal, conduit stubbing and Related Site Work.	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 16,000.00	\$ 16,000.00	\$ 30,000.00	\$ 30,000.00
4.0	Construction of Proposed Concession Building, Sidewalks, Stormwater pipe, Utilities, Asphalt parking lot, Gravity Wall, Signage, Striping, Traffic Control and Related Site Work.	1	LS	\$ 360,000.00	\$ 360,000.00	\$ 362,840.00	\$ 362,840.00	\$ 378,700.00	\$ 378,700.00
5.0	Execution of General Conditions	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
Total Base Bid				\$ 435,000.00		\$ 448,320.00		\$ 479,000.00	
6.0	Deductive Alternate No. 1 - Delete Split Face CMU from exterior of building and replace with Standard CMU	1.0	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,384.00	\$ 5,384.00	\$ 6,500.00	\$ 6,500.00
Total Base Bid Including Deductive Alternate No. 1				\$ 415,000.00		\$ 442,936.00		\$ 472,500.00	

I certify this to be a true and accurate Bid Tabulation of bids received at 10:00 A.M., May 19, 2016 for the Town of Lady Lake Guava Street Sports Complex Concession Building and Parking Lot Project



**OPINION OF PROBABLE COST
TOWN OF LADY LAKE**

**GUAVA STREET SPORTS COMPLEX
CONCESSION BUILDING AND PARKING LOT PROJECT**

BASE BID

Bid Item Number	Item Description	Bid Quantity	Units	Unit Cost	Total
1.0	Mobilization, bonds, permits, utility service connection fees and utility make ready fees. (Not to exceed 5% of Bid Items 2 - 5)	1	LS	\$ 10,000.00	\$ 10,000.00
2.0	Indemnification.	1	LS	\$ 5,000.00	\$ 5,000.00
3.0	Temporary Signage, Temporary Security Fencing, Erosion Control, Demolition of existing Concession Building, designated sidewalk removal, asphalt removal, concession septic tank removal, tree removal, sign removal, conductor removal, conduit removal, conduit stubbing and Related Site Work.	1	LS	\$ 45,000.00	\$ 45,000.00
4.0	Construction of Proposed Concession Building, Sidewalks, Stormwater pipe, Utilities, Asphalt parking lot, Gravity Wall, Signage, Striping, Traffic Control and Related Site Work.	1	LS	\$ 360,000.00	\$ 360,000.00
5.0	Execution of General Conditions	1	LS	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID AMOUNT (Summation of Items 1.0 - 5.0)					\$435,000.0
Deductive Alternate No. 1 - Delete Split Face CMU from exterior of building and replace with standard CMU					
6.0	Delete Split Face CMU from exterior of building and replace with Standard CMU	1	LS	\$ 20,000.00	\$ 20,000.00
Total Bid Amount (Base Bid Amount and Deductive Alternate No. 1)					\$ 415,000.00

SINCE NEEL-SCHAFFER, INC. HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT OR SERVICES FURNISHED BY THE CONTRACTOR, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, NEEL-SCHAFFER, INC. CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM OUR OPINIONS OR ESTIMATES OF CONSTRUCTION COST.





J-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20, 2016

SUBJECT: Consideration of Approval to Utilize Neel-Schaffer, Inc. for Construction, Engineering and Inspection (CEI) Services for the Guava Street Athletic Complex Concession Stand and Parking Lot Project

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Utilize Neel-Schaffer, Inc. for Construction, Engineering and Inspection (CEI) Services for the Guava Street Athletic Complex Concession Stand and Parking Lot Project

SUMMARY: Neel-Schaffer Engineering has given us a proposal for the CEI Services for the concession stand and parking lot project. These services make sure that the contractor is doing his job by constructing the job per the plans and code. The fee is \$20,000.00 for these services per the attached contract. The estimated time for the completion of this project is 120 days.

FISCAL IMPACT: \$20,000.00 from Parks and Recreation Impact Fees (current balance of \$487,315.02). Keep in mind that the \$440,000.00 for the building also comes out of this fund.

- [] Capital Budget
[] Operating
[X] Other - Impact Fees

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

[X] Other - Spreadsheet and Property Appraiser's information and Photographs

DEPARTMENT HEAD [Signature] Submitted 5/13/16 Date 5/20/16
HR [Signature] Approved as to Form Date
FINANCE DEPARTMENT [Signature] Approved as to Budget Requirements Date 6/14/16
TOWN MANAGER [Signature] Approved Agenda Item for: 6/20/16 Date 6/14/16

COMMISSION ACTION:

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

May 19, 2016

Mr. Mike Burske
Parks and Recreation Director
The Town of Lady Lake
260 Rolling Acres Road
Lady Lake, Florida 32159

Re: LETTER AGREEMENT TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR DEMOLITION OF THE EXISTING CONCESSION STAND AND CONSTRUCTION OF A NEW CONCESSION STAND AT THE GUAVA STREET SPORTS COMPLEX IN LADY LAKE, FLORIDA.

Dear Mr. Burske:

Neel-Schaffer is pleased to offer construction administration services for the demolition of the existing concession stand and erection of the proposed concession stand at the Town of Lady Lake's Guava Street Sports Complex. The fee proposal outlined below presents the scope of work, estimated fees, and completion schedule for the aforementioned services.

Scope of Services

Construction Administration

Upon execution of a contract between the Town and Contractor the Engineer will provide a Notice to Proceed and set a pre-construction meeting between the Town, Engineer and Contractor. At this point construction time will have started and the Engineer will review all shop drawings submitted by the contractor. At minimum, the Engineer will carry out weekly construction site visits and be available on-call as needed. The Engineer will verify contractor workmanship throughout construction, review contractor pay applications, certify contractor pay applications once reviewed and approved, carryout inspections, develop punch list for the contractor prior to substantial completion, and carryout a final inspection with contractor punch list as necessary until final payment and project closeout.

Schedule

Construction is expected to be substantially completed within 120 days from date of contractor's official Notice to Proceed. Final completion is contracted to be completed within 150 days from the contractor's official Notice to Proceed.

Construction Administration Fee

The construction administration fee of **\$20,000.00** is based upon the above tasks and the terms and conditions of the CCNA contract between Neel-Schaffer, Inc. and the Town of Lady Lake. Construction administration fees with weekly field visits are based on the schedule outlined above. If Contractor's contract time is extended beyond the control of Neel-Schaffer, fees for additional scope will be required. Fees will be submitted monthly upon percent completion and in accordance with the lump sum method described in the CCNA Contract. We will begin work upon receipt of an executed agreement and will complete the work based upon completion and final acceptance of the contractor's work.

Mr. Mike Burske
May 19, 2016
Page 2 of 2

If this proposal is satisfactory; please print, sign and mail the original to our office.

We appreciate the opportunity to provide these services and look forward to working with you on this project. Please let me know if additional information is required.

Sincerely,
Neel-Schaffer, Inc.



Rosemary R. Aldridge
Senior Vice-President

Accepted:

Signature: _____

Date: _____

Name/Title: _____



P.S.
J-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20th, 2016

SUBJECT: Consideration of Proposal from Aztek Systems for Replacement of the Access Control System

DEPARTMENT: Town Hall and PD

STAFF RECOMMENDED MOTION: Approve the proposal from Aztek Systems for the replacement of the existing Access Control System for Town Hall and the Police Department.

SUMMARY: The Town's current access control system is in a failing state and is need of replacement. Aztek Systems is the Town's current contracted security systems contractor. The PD currently has surplus funds in the Gas and Diesel budget line item that could be utilized to fund this project if so approved.

FISCAL IMPACT: Est. \$ 23,900.00	<input type="checkbox"/> Capital Budget
(Transfer funds from PD 52-60)	<input type="checkbox"/> Operating
	<input checked="" type="checkbox"/> Other- PD Gas and Diesel Expense 52-60

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other- Proposal from Aztek Systems Support Documents

DEPARTMENT HEAD  Submitted **Date:** 6/08/2016

FINANCE DEPARTMENT  Approved as to Budget Requirements **Date** 6-9-16

TOWN MANAGER  Approved Agenda Item for: 6-20-16 **Date** 6-9-16

COMMISSION ACTION:

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



APOPKA, FLORIDA 32703 * Phone: 407-740-0002 * Fax: 407-740-0014 * State License # EF20000557

PROPOSAL SUBMITTED TO:

Name: TOWN OF LADY LAKE

Date: April 29, 2016

Address:

Phone: / Fax:

Address:

Contact:

City, St, Zip: LADY LAKE, FL 32159

Job Name: ACCESS CONTROL REPLACEMENT

We hereby submit specifications and estimates for: COMPLETE REPAIRS TO EXISTING FIRE ALARM SYSTEM
This proposal includes: MATERIALS AND LABOR

- 1. (1) EMERGE5000 CONTROL PANEL\$4,621.01
- 2. (6) EMERGE ACCESS BLADE.....\$1,485.02ea
- 3. (3) EMERGE EXPANSION NODE WITH POWER.....\$2,253.09ea
- 4. (1) NAS BACK UP DRIVE\$640.00
- 5. (1) SOFTWARE LICENSE FOR NAS DRIVE REPORTS.....\$2,841.60
- 6. (1) CABLE AS NEEDED.....\$128.00
- 7. (1) LABOR

TOTAL COST FOR THE ABOVE: \$23,900.00 PLUS TAX IF APPLICABLE

NOTES:

- 1. THIS QUOTE WAS DONE ASSUMING ALL EXISTING READERS, LOCKS AND ACCESS CARDS CAN BE REUSED.
- 2. THE NAS BACKUP DRIVE WILL NEED COORDINATION WITH THE CITY'S IT DEPARTMENT.
- 3. THIS SYSTEM WILL NOT INCLUDE CARD READERS AT ANY OF THE PUMP STATIONS. ALL READERS AT PUMP STATIONS TO BE REMOVED.
- 4. OTHER FACILITIES CAN BE ADDED TO SYSTEM USING VPN ROUTERS AND STATIC IP ADDRESSES.
- 5. THIS QUOTE INCLUDES REMOVAL OF READERS FROM ALL PUMP STATIONS

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: TWENTY THREE THOUSAND NINE HUNDRED AND NO/100(Dollars) (\$23,900.00) payment to be made as outlined above.

This proposal does not include 120V hookup or the necessary conduit to install the above devices.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

We require one set of Specifications and Drawings.

All agreements are contingent upon strikes, accidents or delays beyond our control.

We will provide a one-year warranty covering materials and labor, excluding acts of nature, fire, theft, vandalism, or tampering by unauthorized personnel.

Any legal fees incurred due to non-payment of contract will be your responsibility.

If a job requires a bond, add 2% to contract price.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. FOB & 2% service charge

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted: _____ Customer Signature _____

Innovative Architecture

Network Controller

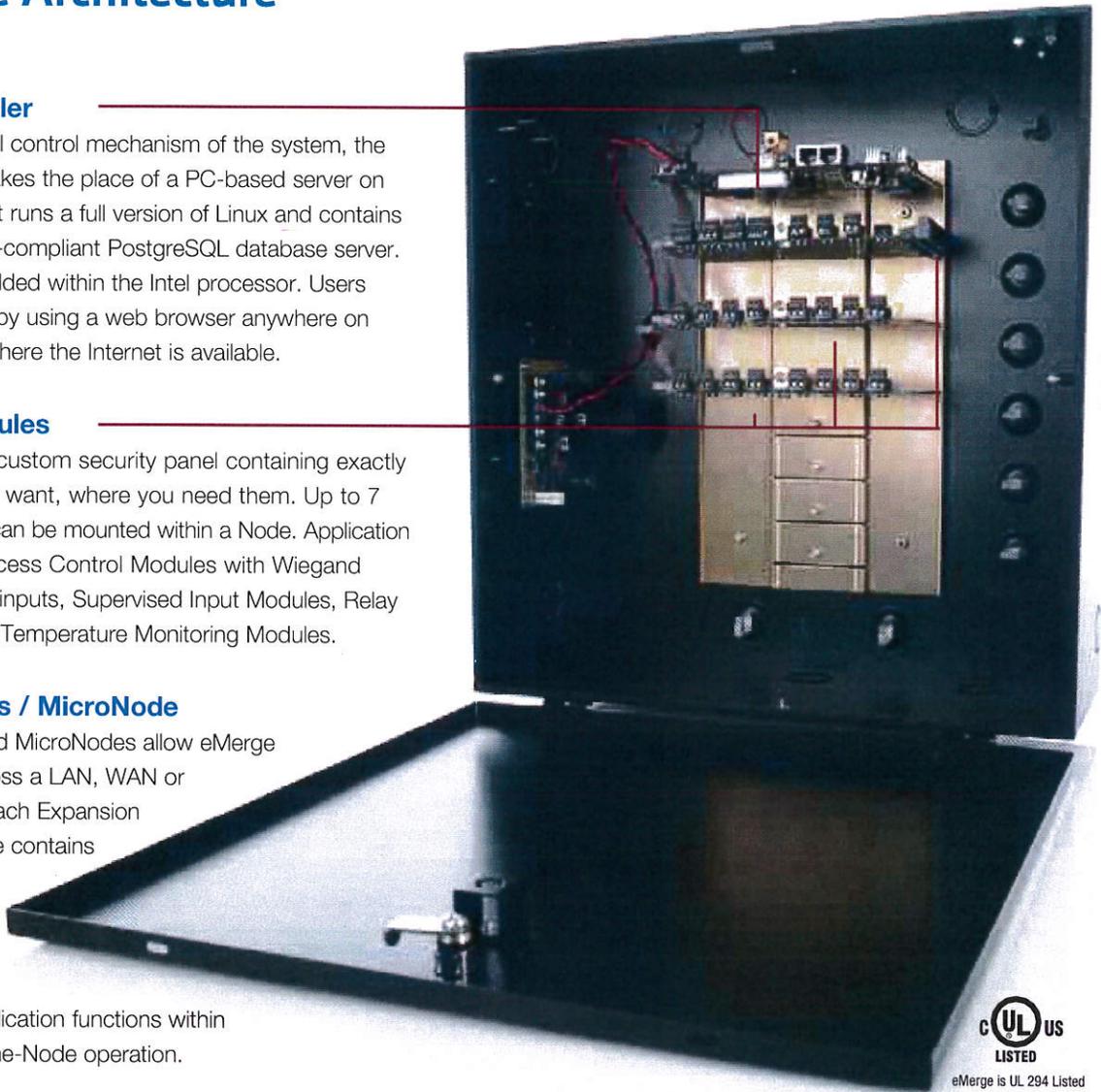
Serving as the central control mechanism of the system, the Network Controller takes the place of a PC-based server on older style systems. It runs a full version of Linux and contains a web server, ODBC-compliant PostgreSQL database server. All software is embedded within the Intel processor. Users access the software by using a web browser anywhere on the network, or anywhere the Internet is available.

Application Modules

Allow you to build a custom security panel containing exactly the components you want, where you need them. Up to 7 application modules can be mounted within a Node. Application modules include: Access Control Modules with Wiegand protocol card reader inputs, Supervised Input Modules, Relay Output Modules and Temperature Monitoring Modules.

Expansion Nodes / MicroNode

Expansion Nodes and MicroNodes allow eMerge to communicate across a LAN, WAN or the public Internet. Each Expansion Node and MicroNode contains a Node Card that communicates securely with the Network Controller and manages all application functions within the Node for fail-to-the-Node operation.



eMerge is UL 294 Listed
and Meets or Exceeds
Industry Standards

The Convergence of Security and IT

In today's world, the same person frequently manages IT, physical security and networking. That's because the technologies of encryption, bandwidth, network integrity, firewall access and physical security have converged into a new and powerful networked environment.

Security managers today must understand network edge topology, zero footprint software, high speed networking, and the integration of databases, video and other related subsystems.

The complexities of today's security environments also create special opportunities for a product such as eMerge, with its native IP hardware technology. eMerge simplifies your IT security environment rather than complicating it.

Because eMerge does not require you to install any software or pull new wiring to any computer – you simply connect components to your data network and eMerge will recognize them – it has a zero footprint and provides control of a complete physical security environment through a web browser that is already on your PC.

eMerge changes the age-old equation of inflexible low-end security systems or over-featured, expensive high-end systems. Designed from the ground up to be a cost-effective complete solution, eMerge is a complete, scalable security management system compact enough to fit in a panel-sized box, yet powerful enough to integrate your access control, alarm monitoring and video in one system.

The **eMerge™ 50** and the **eMerge™ 5000** Browser Managed Security Platform from Linear, a trusted name in access control solutions, can lower the cost of ownership while increasing the value and functionality of your access control installation.

A Dramatic Leap Forward in Security Management

The time has come for a totally new innovation in the management and control of your security environment. Faster installations. No software. Geographic independence. Leverage existing network infrastructures. State-of-the-art communications.

Browser Managed

With its impressive array of powerful features, eMerge is a configurable, integrated security management and access control system. Now you can manage security functions for multiple facilities anywhere with an Internet connection.

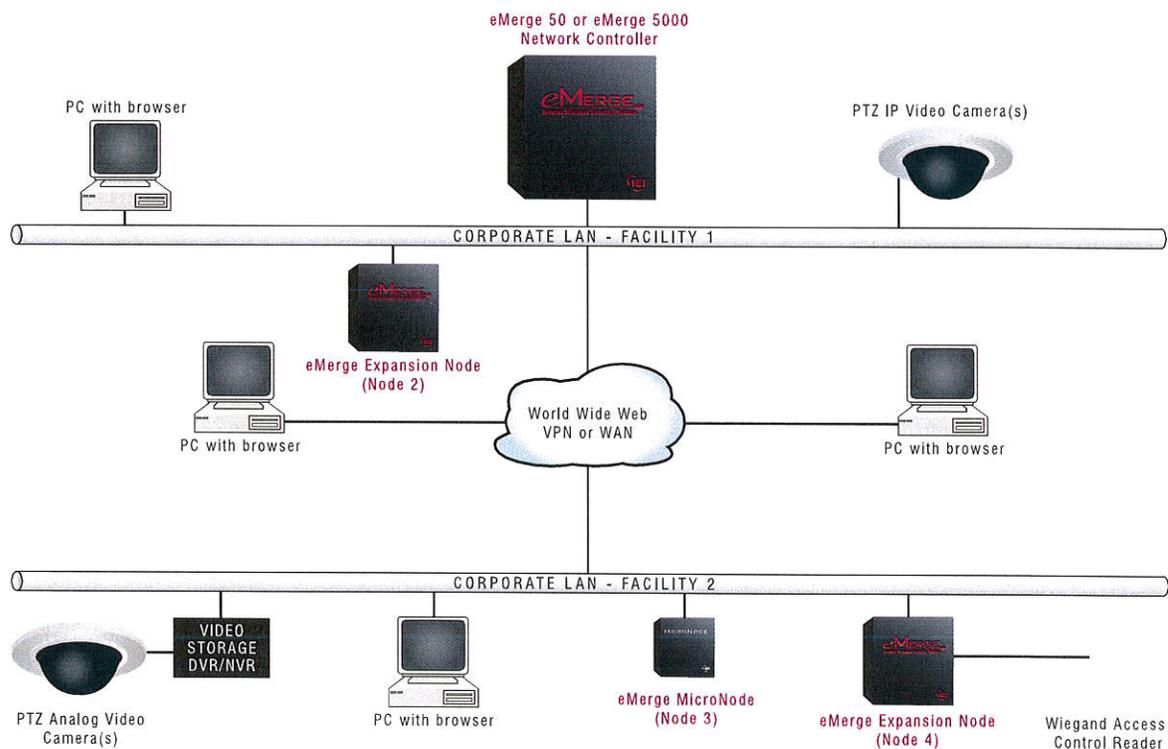
Because eMerge is a browser managed system, it has the enormous advantage of geographic autonomy. You are able to monitor and control multiple facilities from any web browser by connecting securely to the Internet. From any location in the world you can view live event logs, video and interactive floor plans in one view, remotely lock or unlock doors, arm or disarm burglar alarm systems, and initiate system-wide changes through Threat Level status. You can also lock down the system so that control is available only from inside a facility.

Network Appliance

eMerge is a network appliance. Everything you need to install and manage the system is embedded within the Network Controller. There's no server software, no client software, no gateways, no new communication wiring to install, no plug-in hardware adapters for connectivity, and no software compatibility issues to deal with.

The eMerge 50 is designed to bring the benefits of network architecture to basic access control applications. The eMerge 5000 handles a broad range of functions such as real time monitoring, elevator control and photo ID in one integrated package.

Installations for eMerge range in size from small, standalone facilities to distributed enterprises of remote sites.



Systems Integration with Browser Interface

eMerge provides powerful systems integration with an easy to use web browser interface. The Linux operating system, PostgreSQL database and web server, all embedded in eMerge, make it both easier to use and more powerful than legacy access control and security systems. eMerge employs state-of-the-art encryption and authentication technology to ensure secure communications. Standard industry wiring is employed throughout the system.

A Robust Feature Set

Real-time Monitoring

Monitoring Desktop allows real-time monitoring of critical system functions including interactive floor plan, live event log, event acknowledgment, video monitoring, user image verification and control of doors.

User Records

Easy and complete management of all system users is accomplished from one screen including access levels, card assignments, photo ID, personal information and password protected web access.

Access Control

All standard access control parameters are easily created and managed in a single view.

Regional Anti-passback with Occupancy Counting

eMerge now allows users to define access controlled regions that enforce either conventional timed anti-passback or hierarchical regional anti-passback with software tailgate detection. Occupancy counts are kept for each region, and users can program alerts when a region becomes empty or exceeds capacity.

Roll Call Reporting with Mustering Function

To aid in evacuation management. Version 3 includes a region-by-region roll call report. Any card reader or user with a Web browser can be used as a mustering station and multiple mustering stations can be used.

Live Video Monitoring

eMerge 5000 allows real-time video to be viewed. Cameras can be viewed individually, in quad views or picture-in-picture format. Cameras at different locations can easily be managed by the system and combined for viewing on a single screen. Version 3 significantly improves performance when large numbers of cameras are present on integrated video systems from Milestone Systems and ONSSI.

Log Annotations

System operators may now insert text annotations into the activity log as well as tag individual specific log entries with commentary.

LDAP Authentication

Version 3 supports authentication of system users via LDAP (Active Directory on Microsoft systems). Users may be selected on a person-by-person basis to be authenticated through LDAP or through the system's own password authentication method.

Interactive Information and Reports

eMerge includes many predefined reports along with an easy-to-use interface for generating custom reports. The proprietary English-based free-form report language makes the retrieval of specific information easy for inexperienced users. Other reports are even easier to specify, and many require no typing at all.

Custom Reports

Version 3 supports the creation of a variety of custom reports, allowing users to specify, add, change, or delete reports and choose a number of fields and range of events to create reports. Prompts can be added to any report, requiring the user to input data, such as a name. Reports can be automatically generated for designated users.

Threat Level Management

System parameters and business rules can be quickly changed with one click using Threat Level Management, including control of doors and access privileges.

PostgreSQL Database

An object-relational database designed to have much lower maintenance and tuning requirements than proprietary databases. Has outstanding scalability and performance. Its SQL implementation strongly conforms to the ANSI-SQL 92/99 standards. It has full support for subqueries (including subselects in the FROM clause), read-committed and serializable transaction isolation levels.

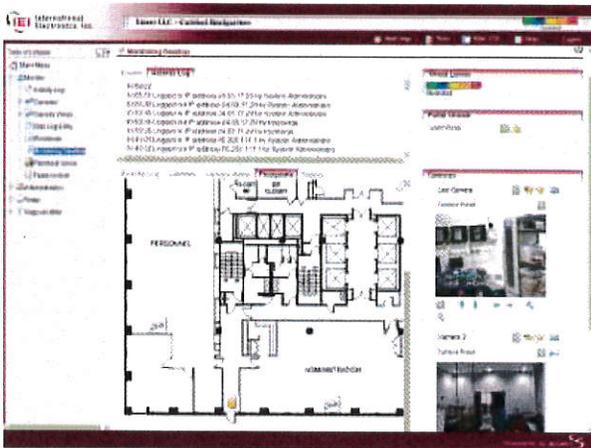
CompactFlash Memory

Allows for full database backups rather than partial backups. Because CompactFlash (CF) is a non-volatile memory that does not require a backup battery, data is retained indefinitely. This type of memory provides faster, more robust, and a more scalable method of database backup.

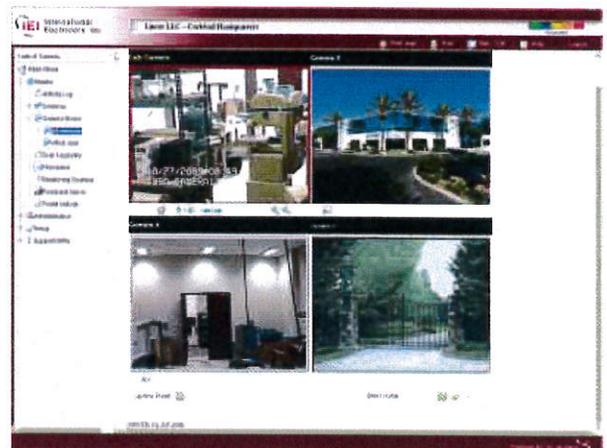
The eMerge Advantage ...

- A user interface securely accessed with a standard web browser under password control.
- Integrated management of access control, video, alarm and temperature monitoring from anywhere the Internet is available.
- Proven Red Hat Linux operating system embedded in the Intel processor ensures a stable platform.
- Pre- and post-image video capture at designated access control and alarm monitoring points.
- Intuitive dynamic floor plans for easy monitoring and control over complex facilities.
- Communications over existing networks or the Internet using easy to obtain, inexpensive equipment commonly found in most offices.

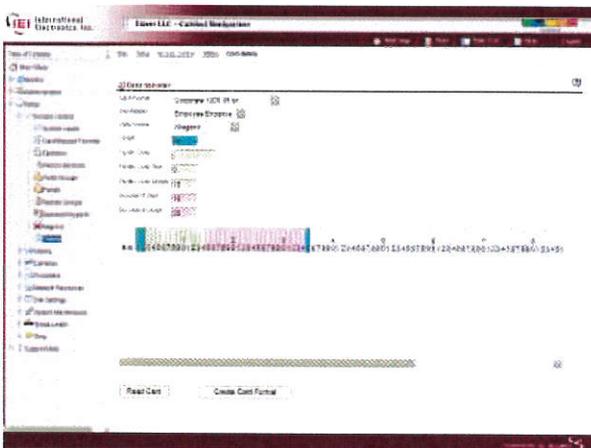
Actual Browser Screen Shots



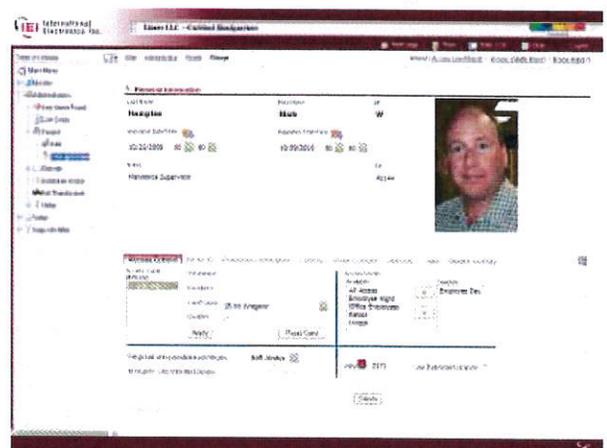
Real-time Monitoring



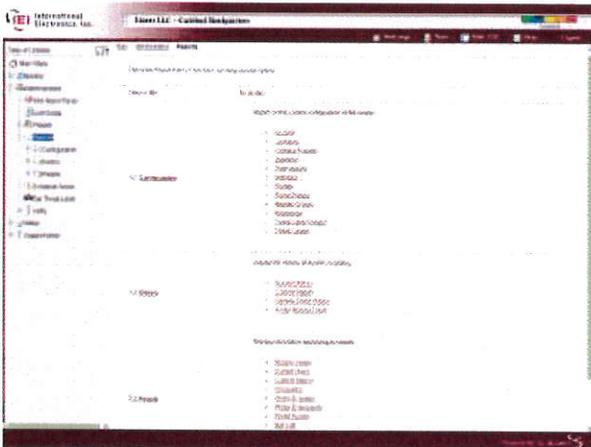
Live Video Monitoring



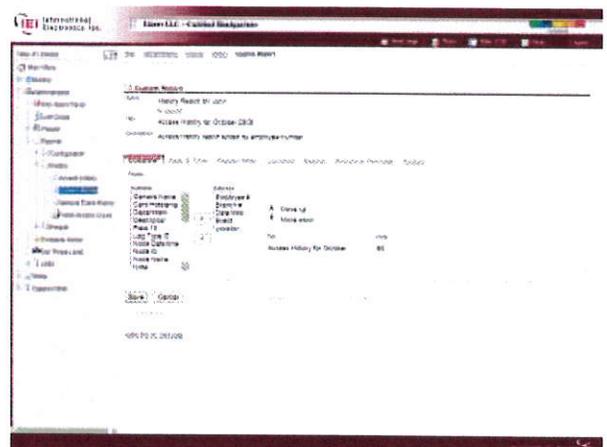
Built-in Card Decoder



User Records with Photo ID



Extensive Reporting Capabilities



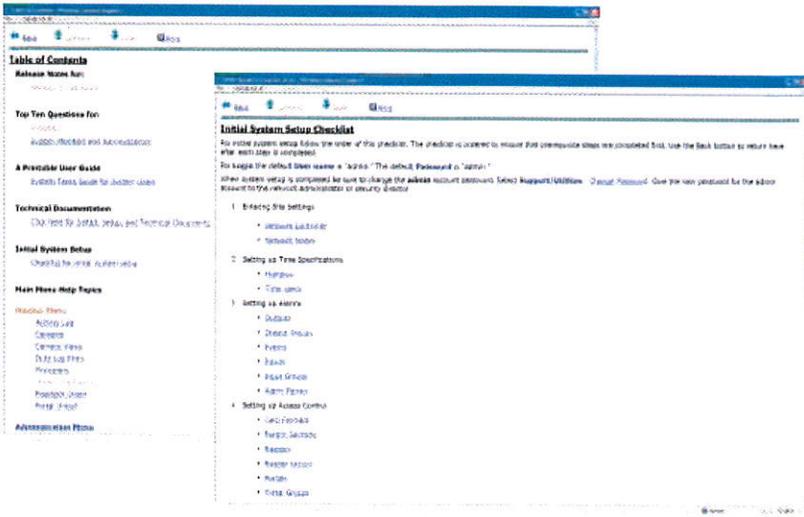
Generate Custom Reports

... Becomes Your Advantage

- Authenticated and encrypted information flow to protect system operation even over public network segments.
- Remote update of software to every level of the system, keeping all components up-to-date.
- Easy-to-configure panel architecture combining access control input and output modules.
- Powerful predefined and ad-hoc reports delivered from the integrated ODBC-compliant embedded database.
- Alerts delivered via e-mail, and even cell phones.
- Totally solid state construction for years of trouble-free service.
- Lower long-term cost of ownership.
- UL & ULC 294 Listed.

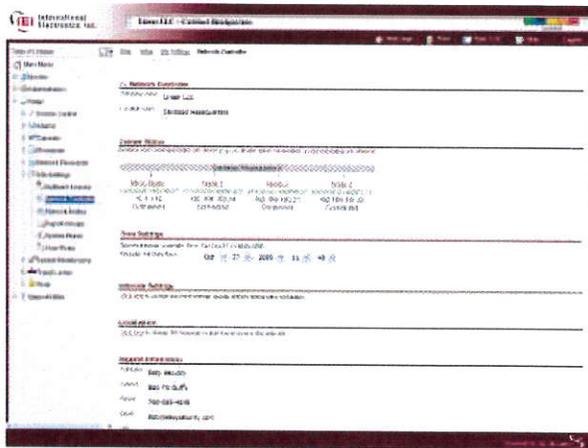
Designed for Easy Set-up and Support

The network architecture and browser interface of eMerge allow users to easily configure and service the system from in the building, across town, or across the country, using any computer with a web browser. Remote service is now a reality, permitting your service technician to troubleshoot a system without needing to travel on-site to the installation. And because eMerge has the software embedded in the system, it can be pre-programmed before installation or remotely programmed after installation.



Comprehensive Embedded Help File

The eMerge system contains a large, context sensitive help file that includes detailed information about all system features and functions with step-by-step setup instructions. Each help topic displays highlighted links to other related help file items.

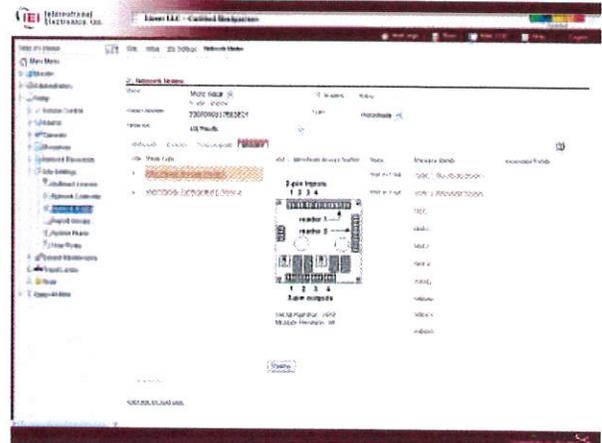


Easy Network Set-Up

IT managers are comfortable with eMerge because it's designed to work in their environment. A few pieces of information are all that are needed to put eMerge into action.

Remote Service

eMerge's network architecture allows remote service and software updates from any browser, anywhere.



Visual System Map

eMerge's system components are automatically identified and graphically displayed for easy reference and fast troubleshooting.

System Features

	eMerge 50	eMerge 5000
Access control readers	32	140
Maximum number of cameras	N/A	128
Maximum number of card holders	5,000	20,000
User photo	No	Yes
e-mail and SMS	Yes	Yes
NAS back-up	Yes	Yes
Burg interface (loops)	Yes	Yes
Video Management System (VMS)	No	Optional
Enterprise capable	Optional	Yes
Live Monitoring Bundle	No	Yes
Monitoring desktop, Floor plans, Alarm acknowledgement, Photo pop-up		
Badging	No	Optional
Elevator control	No	Yes
Threat levels	No	Yes
Application Programmable Interface (API)	Yes	Yes

eMerge Modules:

eMerge 50	Network Controller – 1 Access Control Module, power supply and enclosure
eMerge 5000	Network Controller – 1 Access Control Module, power supply and enclosure
eMerge EXN	Expansion Node – card, power supply, and enclosure
eMerge MicroNode	Compact Expansion Node – for Version 3 and later systems
eMerge ACM	Access Control Module – 2 readers, 4 inputs, 4 outputs
eMerge INP	Supervised Input Module – 8 inputs
eMerge OUT	Relay Output Module – 8 outputs
eMerge TMP	Temperature Input Module – 8 inputs



eMerge is UL 294 Listed and Meets or Exceeds Industry Standards

Hardware and Software Specifications

Check with Linear's Web site (www.linearcorp.com) for updated specifications, lists of supported devices, and software updates.

Readers:	The eMerge Access Control Module (ACM) supports card readers that use the Wiegand Reader Interface
Operating System:	Red Hat Linux
Database Engine:	PostgreSQL (ODBC Compliant, API Enabled)
DBMS compatibility:	SQL, ODBC
e-mail support:	POP, SMTP
Encryption:	SSL, SHA-1
Network:	NTP, TCP/IP
Web:	http, https, xml
Processor:	Intel XScale-IXP425
Memory:	CompactFlash (CF) 2 GB

Readers, Keypads, and Accessories

Linear manufactures and supplies a complete range of proximity readers, keypads, power supplies, cards, and access credentials to complete your eMerge system. Visit www.linearcorp.com to view the latest available options.

Part Number Cross Reference

Several eMerge parts changed part numbers with the Version 3 product release. See below for part number reference.

Old P/N	New P/N	Systems & Nodes
0587001	230219	eMerge 50 System v3.3
0589001	230227	eMerge 50 System 110V v3.3
0587003	230220	eMerge 5000 System v3.3
0589003	230228	eMerge 5000 System 110V v3.3
0587004	230221	eMerge Expansion Node (EXN) v3.3
N/A	230229	eMerge Expansion Node (EXN) 110V v3.3
N/A	230222	eMerge MicroNode

Old P/N	New P/N	Modules
0580100-L	same	eMerge Access Control Module (ACM)
0580110	same	eMerge Supervised Input Module (INP)
0580120	same	eMerge Relay Output Module (OUT)
0580130	same	eMerge Temperature Input Module (TMP)
0587008	230338	eMerge Combo Board v3.3



About Linear's IEI Brand

By addressing the demand for modern security and controlled access environments, Linear has tailored products that meet the requirements of an Internet-savvy and technology-driven marketplace. Central to Linear's philosophy is the belief that the market requires innovative access control solutions for a changing, demanding world.

In addition to the eMerge Browser Managed Security Platform, Linear produces and markets the IEI Brand of standalone access control systems and keypads, as well as access control locksets, network-based access control systems, and mobile fleet management systems. The company markets these products to the leading industry distribution, installation and vertical end-user companies worldwide.

For more information about Linear's IEI Brand, visit our Web site at:

www.linearcorp.com



USA & Canada (800) 421-1587 & (800) 392-0123
(760) 438-7000 - Toll Free FAX (800) 468-1340
www.linearcorp.com





J-7 ^{pd}

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20th, 2016

SUBJECT: Consideration of Mutual Agreement for Pavement Management-Preservation Services with CW Roberts Contracting, Inc. for the FY 2015-16 Annual Street Resurfacing Project.

DEPARTMENT: Public Works

STAFF RECOMMENDED MOTION: Approve the mutual agreement for the FY 2015-16 Annual Street Resurfacing Project with CW Roberts Contracting, Inc.

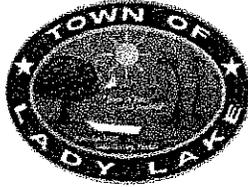
SUMMARY: Attached to the agreement is the 2016 Pavement Management Plan Update furnished by our consultants, KCA. The update includes the proposed Street Resurfacing List for this FY. Staff recommends utilizing or "piggybacking" the current procured and executed contract between the Board of Sumter County Commissioners and CW Roberts Contracting, Inc. This is a budgeted item and this agreement has been reviewed and approved by the Town Attorney.

FISCAL IMPACT: Estimated - \$200,000
 Capital Budget
 Operating - 001-4102-541-46-22
 Other -

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other- Mutual Agreement and supporting documents.
 Support Documents

DEPARTMENT HEAD *[Signature]* Submitted Date: 6/07/2016
FINANCE DEPARTMENT *pow* Approved as to Budget Requirements Date 6-9-16
TOWN MANAGER *[Signature]* Approved Agenda Item for: 6-20-16 Date 6-9-16

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



**MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
2015-16 Pavement Management-Preservation Program**

Effective Date: _____, 2016

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain C. W. Roberts Contracting, Inc. ("CONTRACTOR") to perform Pavement Management-Preservation Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and Board of Sumter County Commissioners ITB #002-0-2016/RS, dated February 23, 2016. Such contract shall also include all current and future amendments, Lake County being the venue for any and all legal action necessary to enforce this contract.

II. CLIENT AND CONTRACTOR CONTACTS

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

Stuart Savoy
Area Manager
C. W. Roberts Contracting, Inc
3372 Capital Circle NE
Tallahassee, Florida 32308
Phone: 352 330 2540
Email: ssavoy@cwrccontracting.com

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

Please acknowledge CLIENT's acceptance of Board of Sumter County Commissioners 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 C. W. ROBERTS
CONTRACTING, INC:**

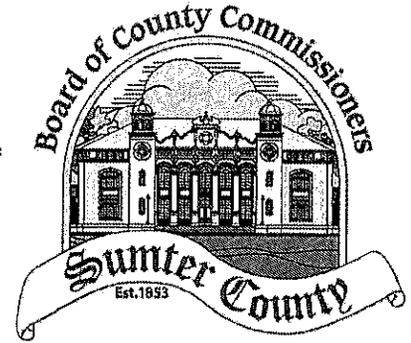
Signature: [Signature]
Name: Stuart Savoy
Date: 6/7/16

ATTEST:

Signature: [Signature]
Name: Charles A. Walker
Date: 6/7/16

Board of County Commissioners
Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



February 24, 2015

Stuart Savoy, Vice President
C.W. Roberts Contracting, Inc.
4208 CR 124A
Wildwood, FL 34785

Dear Mr. Savoy:

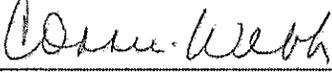
Enclosed for signature are two (2) originals of the Notice of Award and two (2) originals of the Contractor Agreement for ITB #002-0-2016/RS – Sumter County 2016 Pavement Management Road Resurfacing approved by the Board of Sumter County Commissioners on February 23, 2016. Please have all copies signed and return one (1) of each document to the Clerk of Courts, Attn: Connie Webb, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6615.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By 
Connie Webb
Deputy Clerk

Enclosure(s)

Al Butler, Dist 1
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Hahnfeldt, Dist 5
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 589-6800
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

Notice of Award

TO: C.W. Roberts Contracting, Inc.

PROJECT DESCRIPTION: Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 8, 2016.

You are hereby notified that your PROPOSAL has been accepted the base bid only in the amount of Two Million Three Hundred Thirteen Thousand Eighty and 40/100 DOLLARS (\$2,313,080.40), which include the following:

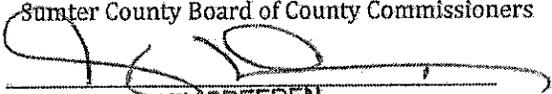
You are required by the Information for Bidders to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said certificate of insurance within 10 calendar days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your BID. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this 23rd day of February, 2016:

Sumter County Board of County Commissioners



By: GARRY BREEDEN

Chairman

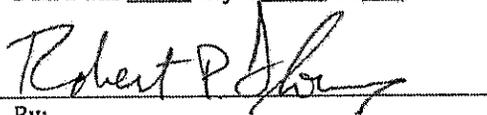
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

Dated this 3rd day of March, 2016:



By:

SECTION 00500 – AGREEMENT

THIS AGREEMENT, made this 23rd day of February 2016 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and C.W. Roberts Contracting, Inc. doing business as a corporation, hereinafter called "CONTRACTOR".

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

ARTICLE 1. The CONTRACTOR will commence and complete the construction of Sumter County 2016 Pavement Management Road Resurfacing.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within one-hundred twenty (120) consecutive calendar days from the date of the Notice to Proceed, with an additional thirty (30) consecutive calendar days to achieve Final Completion. The Contractor agrees to pay as liquidated damages the sum of One Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of Substantial Completion and Two Hundred Fifty and 00/100 Dollars (\$250.00) per consecutive calendar day beyond the date of Final Completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Two Million Three Hundred Thirteen Thousand Eighty and 40/100 DOLLARS (\$2,313,080.40).

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

<ul style="list-style-type: none">▪ Certification Page▪ List of Drawings▪ Invitation to Bid▪ Instructions to Bidder▪ Bid Form▪ Public Entity Crimes Statement▪ Drug Free Workplace Form▪ Hold Harmless Agreement▪ E-Verify Certification Form▪ Agreement, Notice of Award, and Notice to Proceed▪ Application for Payment	<ul style="list-style-type: none">▪ Performance and Payment Bond▪ Minimum Insurance Requirements▪ Reference Forms▪ Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition)▪ Supplemental Conditions▪ Special Provisions▪ Material and Equipment▪ Contract Closeout▪ Specifications 02511, 02514, 02515▪ DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 – List of Drawings)
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ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions and Florida Statute 218.735, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: C.W. Roberts Contracting, Inc.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement

CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at the site and all drawings of physical conditions in or relating to the existing roadway's surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

7.9 CONTRACTOR shall comply with requirements of F.S. 119.0701 Contracts; public records.

7.10 CONTRACTOR shall provide a project schedule before payment by the OWNER of the first pay application.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS



By: [Signature]

Name: GARRY BREEDEN

Garry Breedden

Title: Chairman

ATTEST:

[Signature]

Name: Connie Webb

(Please Print or Type)

Title: DEPUTY CLERK

(SEAL)

CONTRACTOR:

By: [Signature]

Name: ROBERT P. FLOWERS

(Please Print or Type)

Title: PRESIDENT

ATTEST:

[Signature]

Name: STUART T. SAVOY

(Please Print or Type)

Title: VICE-PRESIDENT

SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
0101-1	MOBILIZATION AND SPECIAL PROVISIONS, INCLUDES ALL SEGMENTS	1	LS	14,350.00	14,350.00
--	MOVEABLE PROJECT IDENTIFICATION SIGN	2	EA	1,200.00	2,400.00
0334-1-12	SUPERPAVE ASPHALT, TRAFFIC B, LEVELING COURSE - AS NEEDED	400	TN	86.00	34,400.00
0570-1-2	PERFORMANCE TURF (SOD) - AS NEEDED	1,000	SY	6.00	6,000.00
0710-9	PAINTED PAVEMENT MARKINGS, FINAL SURFACE, INCLUDES RPMS	1	LS	55,000.00	55,000.00
Subtotal					211,300.00
SITE 1 - CR 227, FROM S R/W OF CR 202 TO S OF CR 227A (4625 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	590	TN	84.00	49,560.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.019	NM	4,400.00	83.60
Subtotal					49,793.60
SITE 2 - CR 227, FROM S OF CR 227A TO C-466 W (1996 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	250	TN	84.00	21,000.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.019	NM	4,400.00	83.60
Subtotal					21,233.60
SITE 3 - CR 457, FROM NORTH OF CR 437 TO CR 437 (1019 LF)					
0327-70-4	MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH	1,590	SY	3.00	4,770.00
0334-1-12	SUPERPAVE ASPHALT, TRAFFIC B (3.0")	290	TN	84.00	24,360.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	10	LF	10.00	100.00
Subtotal					29,230.00
SITE 4 - CR 721, FROM CR 707 TO SR 471 (7845 LF)					
02511	OPEN GRADED SUBSURFACE (1.75")	1,590	TN	87.00	138,330.00
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	960	TN	84.00	80,640.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					219,272.80
SITE 5 - CR 511, FROM C-468 TO END (1304 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	160	TN	84.00	13,440.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					13,590.00
SITE 6 - CR 511A, FROM CR 504 TO CR 508 (2624 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	320	TN	84.00	26,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	10.00	300.00
Subtotal					27,180.00
SITE 7 - CR 504, FROM CR 507 TO END (1703 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	210	TN	84.00	17,640.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					17,790.00
SITE 8 - CR 502, FROM 1588' W OF CR 507 TO 2019' W OF CR 507 (431 LF)					
02511	OPEN GRADED SUBSURFACE (1.75")	50	TN	87.00	4,350.00
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	30	TN	84.00	2,520.00
Subtotal					6,870.00
SITE 9 - CR 502, FROM 212' E OF CR 507 TO 1500' (1288 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	160	TN	84.00	13,440.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					13,590.00
SITE 10 - CR 502, FROM 1288' W OF CR 507 TO 1588' W OF CR 507 (300 LF)					
02511	OPEN GRADED SUBSURFACE (1.75")	60	TN	87.00	5,220.00
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	30	TN	84.00	2,520.00
Subtotal					7,740.00

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SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SITE 11 - CR 503, FROM C-468 TO CR 503E (1787 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	220	TN	84.00	18,480.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					18,792.80
SITE 12 - CR 503C, FROM E R/W of CR 503 TO END (286 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	40	TN	84.00	3,360.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.019	NM	4,400.00	83.60
Subtotal					3,593.60
SITE 13 - CR 518, FROM CR 535 TO US 301 (360 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	50	TN	84.00	4,200.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	50	LF	10.00	500.00
Subtotal					4,700.00
SITE 14 - CR 518, FROM US 301 TO CR 522 (730 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	90	TN	84.00	7,560.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	40	LF	10.00	400.00
Subtotal					7,960.00
SITE 15 - CR 520, FROM SR 471 TO CR 533 (3368 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	410	TN	84.00	34,440.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	125	LF	10.00	1,250.00
Subtotal					35,690.00
SITE 16 - CR 522, FROM SR 301 TO CR 539A (940 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	110	TN	84.00	9,240.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					9,552.80
SITE 17 - CR 522, FROM CR 539 A TO 2300' north of CR 539 A (2300 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	220	TN	84.00	18,480.00
Subtotal					18,480.00
SITE 18 - CR 533, FROM C-470 TO CR 522 (1641 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	200	TN	84.00	16,800.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	10.00	300.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					17,262.80
SITE 19 - CR 539A, FROM CR 526 TO CR 522 (1267 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	160	TN	84.00	13,440.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	10.00	300.00
Subtotal					13,740.00
SITE 20 - CR 522, FROM CR 541 TO US 301 (580 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	40	LF	10.00	400.00
Subtotal					6,280.00
SITE 21 - CR 524, FROM US 301 TO CR 541 (559 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	10.00	300.00
Subtotal					6,180.00
SITE 22 - CR 531, FROM C-470 TO END (639 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	80	TN	84.00	6,720.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	20	LF	10.00	200.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					7,082.80

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SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SITE 23 - CR 543A, FROM SR 301 TO END (4592 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	560	TN	84.00	47,040.00
					Subtotal 47,040.00
SITE 24 - CR 143, FROM SR 44 TO END (7785 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	1,000	TN	84.00	84,000.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	20	LF	10.00	200.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
					Subtotal 84,362.80
SITE 25 - CR 152, FROM CR 171 TO CR 167 (650 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	80	TN	84.00	6,720.00
					Subtotal 6,720.00
SITE 26 - CR 153, FROM CR 143 TO END (1093 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	140	TN	84.00	11,760.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	40	LF	10.00	400.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.130	NM	4,400.00	572.00
					Subtotal 12,797.00
SITE 27 - CR 155, FROM CR 148 TO END (1896 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	230	TN	84.00	19,320.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	40	LF	10.00	400.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.130	NM	4,400.00	572.00
					Subtotal 20,357.00
SITE 28 - CR 157, FROM CR 143 TO END (1077 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	140	TN	84.00	11,760.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.093	NM	4,400.00	409.20
					Subtotal 12,484.20
SITE 29 - CR 159, FROM CR 143 TO END (564 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.074	NM	4,400.00	325.60
					Subtotal 6,520.60
SITE 30 - CR 161, FROM CR 143 TO END (568 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.074	NM	4,400.00	325.60
					Subtotal 6,520.60
SITE 31 - CR 163, FROM CR 143 TO END (566 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	1	EA	65.00	65.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.074	NM	4,400.00	325.60
					Subtotal 6,520.60
SITE 32 - CR 165, FROM CR 143 TO SR 44 (530 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.056	NM	4,400.00	246.40
					Subtotal 6,376.40

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SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road-Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SITE 33 - CR 167, FROM SR 44 TO 943' (965 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	120	TN	84.00	10,080.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	10	LF	10.00	100.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.037	NM	4,400.00	162.80
Subtotal					10,342.80
SITE 34 - CR 169, FROM CR 143 TO END (1112 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	140	TN	84.00	11,760.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	35	LF	10.00	350.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.093	NM	4,400.00	409.20
Subtotal					12,519.20
SITE 35 - CR 171, FROM CR 143 TO END (1088 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	140	TN	84.00	11,760.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25	LF	10.00	250.00
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.149	NM	4,400.00	655.60
Subtotal					12,665.60
SITE 36 - CR 302, FROM CR 300 TO END (779 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	100	TN	84.00	8,400.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					8,550.00
SITE 37 - CR 303, FROM CR 300 TO END (531 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	70	TN	84.00	5,880.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					6,030.00
SITE 38 - CR 304, FROM CR 300 TO END (491 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	60	TN	84.00	5,040.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					5,190.00
SITE 39 - CR 305, FROM CR 300 TO END (904 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	120	TN	84.00	10,080.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					10,230.00
SITE 40 - CR 306, FROM CR 300 TO END (410 LF)					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	50	TN	84.00	4,200.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					4,350.00
SITE 41 - CR 306A, FROM CR 306 TO END (672 LF) - INCLUDES CUL-DE-SAC					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	110	TN	84.00	9,240.00
Subtotal					9,240.00
SITE 42 - CR 306B, FROM CR 306 TO END (658 LF) - INCLUDES CUL-DE-SAC					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	110	TN	84.00	9,240.00
Subtotal					9,240.00
SITE 43 - CR 307, FROM C-470 TO END (1432 LF) - INCLUDES CUL-DE-SAC					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	210	TN	84.00	17,640.00
Subtotal					17,640.00
SITE 44 - CR 309, FROM CR 307 TO END (2672 LF) - INCLUDES CUL-DE-SAC					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	380	TN	84.00	31,920.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					32,070.00
SITE 45 - CR 309A, FROM CR 309 TO END (672 LF) - INCLUDES CUL-DE-SAC					
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	120	TN	84.00	10,080.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00
Subtotal					10,230.00

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SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT						
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
SITE 46 - CR 309B, FROM CR 309 TO END (386 LF) - INCLUDES CUL-DE-SAC						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	90	TN	84.00	7560.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00	
Subtotal					7710.00	
SITE 47 - CR 200 (N), FROM CR 200 TO END (732 LF)						
02511	OPEN GRADED SUBSURFACE (1.75")	160	TN	87.00	13920.00	
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	90	TN	84.00	7560.00	
Subtotal					21480.00	
SITE 48 - CR 200, FROM CR 202 TO CR 209 (3005 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	400	TN	84.00	33600.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF	10.00	600.00	
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.056	NM	4400.00	246.40	
Subtotal					34466.40	
SITE 49 - CR 500, FROM C-470 TO CR 501 (5364 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	660	TN	84.00	55440.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	10.00	300.00	
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.149	NM	4400.00	655.60	
Subtotal					56,395.60	
SITE 50 - CR 457, FROM S OF CR 437 TO END (1318 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	140	TN	84.00	11760.00	
Subtotal					11,760.00	
SITE 51 - CR 436, FROM CR 470 TO END (2656 LF)						
02511	OPEN GRADED SUBSURFACE (1.75")	540	TN	87.00	46980.00	
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	320	TN	84.00	26880.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00	
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.038	NM	4400.00	167.20	
Subtotal					74177.20	
SITE 52 - CR 436A, FROM CR 436 TO END (435 LF)						
02511	OPEN GRADED SUBSURFACE (1.75")	90	TN	87.00	7830.00	
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	60	TN	84.00	5040.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	10	LF	10.00	100.00	
Subtotal					12970.00	
SITE 53 - CR 602, FROM CR 603 TO SW 11th WAY (670 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	100	TN	84.00	8400.00	
0711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	100	LF	12.00	1200.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00	
Subtotal					9550.00	
SITE 54 - CR 607C, FROM CR 607B TO END (601 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	90	TN	84.00	7560.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	15	LF	10.00	150.00	
Subtotal					7710.00	
SITE 55 - CR 609A, FROM C-476 W TO END (6016 LF)						
0334-1-12	SUPERPAVE ASPHALT SP-9.5, TRAFFIC B (1")	750	TN	84.00	63000.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF	10.00	600.00	
Subtotal					63600.00	
SITE 56 - C-462 W, FROM "O" Line/CR 241 TO C-475 N (5280 LF)						
0327-70-4	MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH	11,740	SY	3.00	35220.00	
0334-1-12	SUPERPAVE ASPHALT, TRAFFIC B (3.0")	2,140	TN	84.00	179760.00	
0711-16-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	2,000	NM	44.00	88000.00	
0711-16-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.671	NM	4400.00	2952.40	
0711-16-231	THERMOPLASTIC, STD, YELLOW, 10'-30' SKIP, 6"	0.848	NM	4400.00	3731.20	
Subtotal					230469.60	

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SECTION 00300 BID FORM
Sumter County 2016 Pavement Management Road Resurfacing - #ITB 002-0-2016/RS

BID FORM SUMTER COUNTY 2016 PAVEMENT MANAGEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SITE 57 - CR 467 DRAINAGE IMPROVEMENTS					
104-10-3	SEDIMENT BARRIER (BALES, SILT FENCE)	1,200	LF	2.00	2400.00
104-18	INLET PROTECTION SYSTEM	1	EA	400.00	400.00
110-1-1	CLEARING AND GRUBBING	0.2	AC	7000.00	1400.00
160-4	STABILIZATION TYPE B (12")	920	SY	9.00	8280.00
285-7-04	OPTIONAL BASE GROUP 4, (LIMEROCK LBR 100) (6")	875	SY	16.00	14000.00
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVG DEPTH	350	SY	10.00	3500.00
334-1-11	SUPERPAVE ASPHALTIC CONC (TRAFFIC A) (1.5")	97	TN	84.00	8148.00
522-2	CONC DRIVEWAYS, 6" THICK	200	SY	40.00	8000.00
	YARD DRAIN, INCLUDING CONCRETE COLLAR	1	EA	1000.00	1000.00
	STORM DRAIN, 3" DIA, SCH-40 PVC	61	LF	30.00	1830.00
570-1-2	PERFORMANCE TURF (SOD)	325	SY	6.00	1950.00
Subtotal					63500.00
SITE 58 - C-470 WB RIGHT-TURN LANE (450 LF)					
0327-70-4	MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH	600	SY	3.00	1800.00
0334-1-13	SUPERPAVE ASPHALT, TRAFFIC C (2.0")	80	TN	84.00	6720.00
0337-1-42	FRICTION COURSE, TRAFFIC C (1.0")	40	TN	125.00	5000.00
0711-16-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	0.170	NM	4400.00	748.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	2	EA	65.00	130.00
Subtotal					14398.00
ROAD CONSTRUCTION TOTAL					1,763,080.40
OWNER ALLOWANCE FOR CR 101 (SEE SPECIAL PROVISION 1.29)					\$550,000.00
GRAND TOTAL					2,313,080.40

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NOTES:

1. THE COST OF DETOURS AND MAINTENANCE OF TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
2. CONTRACTOR SHALL ADJUST AND INSTALL ANY NECESSARY EXTENSIONS OR RISERS ON EXISTING WATER VALVES THAT EXIST IN THE ROADWAYS WITHIN LAKE PANASOFFKEE. THE LAKE PANASOFFKEE WATER ASSOCIATION (LPWA) WILL PROVIDE THE NECESSARY MATERIALS AT NO COST TO THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATION WITH SUMTER COUNTY AND THE LPWA TO ACCOMPLISH THE INSTALLATION. PAYMENT FOR THIS ITEM IS INCLUDED IN MOBILIZATION AND SPECIAL PROVISIONS, NO SEPARATE PAYMENT WILL BE MADE.
3. REMOVAL OF THE EXISTING THERMOPLASTIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
4. TEMPORARY STRIPING AS REQUIRED FOR TRAFFIC CONTROL PER FDOT #600 SERIES SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
5. NEW THERMOPLASTIC MARKINGS AND RETRO-REFLECTIVE PAVEMENT MARKINGS SHALL BE PER FDOT STANDARD SPECIFICATIONS AND MATCH EXISTING, WITH THE EXCEPTION OF PAINTED "STOP" MESSAGES, WHICH SHALL NOT BE REPLACED.
6. PAY ITEM 710-9 SHALL INCLUDE ONE APPLICATION OF PAINT AND RPM'S ON THE FINAL PAVEMENT SURFACE PRIOR TO APPLICATION OF THE THERMOPLASTIC STRIPING. PAINTED PAVEMENT MARKINGS NOT ON THE FINAL SURFACE SHALL BE CONSIDERED INCIDENTAL TO THE WORK, NO SEPARATE PAYMENT SHALL BE MADE.
7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FROM FDOT FOR WORK WITHIN FDOT RIGHT-OF-WAY. THIS IS CONSIDERED INCIDENTAL TO THE WORK, NO SEPARATE PAYMENT SHALL BE MADE.
8. THE MOVEABLE PROJECT IDENTIFICATION SIGNS SHALL BE PER THE SUMTER COUNTY ENGINEERING STANDARDS MANUAL, AND APPROVED BY SUMTER COUNTY PRIOR TO FABRICATION.
9. LOCATIONS AND LIMITS FOR ASPHALT LEVELING COURSE WILL BE IDENTIFIED AND DIRECTED IN THE FIELD BY THE SUMTER COUNTY INSPECTOR. CONTRACTOR WILL BE PAID AT THE UNIT COST FOR ACTUAL QUANTITIES PLACED.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 2,313,080.40

WORDS: TWO MILLION THREE HUNDRED THIRTEEN THOUSAND EIGHTY DOLLARS AND FORTY CENTS

THIS PROPOSAL DATED THIS 8th day of February, 2016.

ATTEST:

Witness:

Charles A. Walker
Signature

By:

Stuart Savary
Authorized Signature (Principal)

CHARLES A. WALKER
Printed Name

Stuart Savary Vice President
Printed Name, Title

CW Roberts Contracting, Inc
Company Name

Address:

4208 OR 124 A
Wildwood, FL

591683951
Employee I.D. No.

CGC 1508536
Florida State Certified General
Contractor's License Number

Telephone Number: 352-330-2540

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2015

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Tracy Farrgut PHONE (A/C, No, Ext): 800-476-2211 E-MAIL ADDRESS: tfarrgut@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED C.W. Roberts Contracting, Inc. P.O. Box 188 Hosford, FL 32334	INSURER A : Arch Insurance Company	NAIC # 11160
	INSURER B : Navigators Insurance Company	NAIC # 42307
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 7A3P2A9Y **REVISION NUMBER:**

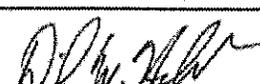
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:			31PKG8930300	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			31PKG8930300	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA15EXC094572IV	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	31wci8930200	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

Certificate Holder is Additional Insured under General Liability as required by written contract.
2016 Sumter County Annual Resurfacing.

CERTIFICATE HOLDER **CANCELLATION**

Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, FL 33512 Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

PERFORMANCE BOND

Western Surety Company
Liberty Mutual Insurance Company

Bond No.: 58734261 / 016068626

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308

OWNER:

(Name, legal status and address)

Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, Florida 34785

CONSTRUCTION CONTRACT

Date:

Amount: \$2,313,080.40

Description:

(Name and location)

Sumter County 2016 Pavement Management Road Resurfacing

ITB #002-0-2016/RS

BOND

Date: March 3, 2016

(Not earlier than Construction Contract Date)

Amount: \$2,313,080.40

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

C.W. Roberts Contracting, Inc.

(Corporate Seal)

Signature:

Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Western Surety Company

Signature:

Name and Title: Renee Ellis, Attorney in Fact, License No. D011432

(Corporate Seal)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

- Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

Robert A. Shaw

SURETY

Company:

Liberty Mutual Insurance Company

Signature:

Name and Title: Renee Ellis, Attorney in Fact, License No. D011432

Address: 2601 Bell Road, Montgomery, Alabama 36117

(Corporate Seal)

Renee Ellis

PAYMENT BOND

Western Surety Company
Liberty Mutual Insurance Company

Bond No.: 58734261 / 016068626

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, Florida 32308

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 South Wabash Avenue, Chicago, IL 60604 and
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02166

OWNER:

(Name, legal status and address)

Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, Florida 34785

CONSTRUCTION CONTRACT

Date:

Amount: \$2,313,080.40

Description:

(Name and location)

Sumter County 2016 Pavement Management Road Resurfacing
ITB #002-0-2016/RS

BOND

Date: March 3, 2016

(Not earlier than Construction Contract Date)

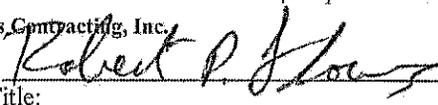
Amount: \$2,313,080.40

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

C.W. Roberts Contracting, Inc.

Signature: 
Name and Title:

SURETY

Company: *(Corporate Seal)*

Western Surety Company

Signature: 
Name and Title: Renee Ellis, Attorney in Fact, License No. D011432

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: Robert P. Shaw

Name and Title: _____

Address: President

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company

Signature: Renee Ellis

Name and Title: Renee Ellis, Attorney in Fact

Address: 2601 Bell Road, Montgomery, Alabama 36117

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls; and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopi III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

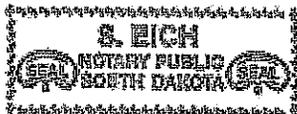
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7225985

American Fire and Casualty Company
The Ohio Casualty Insurance Company

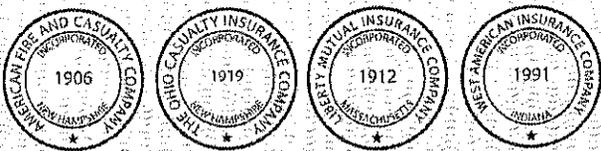
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Billie Jo Sanders; David J. Durden; Milton A. Kofi; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January 2016



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of January 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such Instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

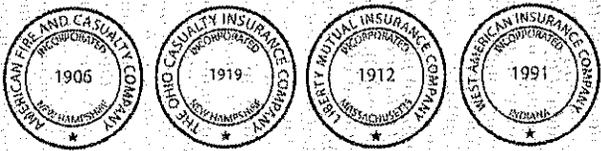
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings: Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of March 20 16



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Town of Lady Lake Pavement Management Plan - 2016 Update



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May 2016

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Executive Summary

This project is the development of a network level Pavement Management Plan (PMP) for asphalt roadways owned and maintained by the Town of Lady Lake, Florida. A pavement management system is a tool, or set of tools, that specifically focus on a single asset – pavement. The goal of the system is to assist the Town to maintain their network of safe and serviceable pavements in a cost-effective manner. Kisinger Campo and Associates Corp (KCA) worked in partnership with Town staff in the development of the PMP on the approximately 62.5-centerline miles in the Town's road inventory using the methodologies specified in ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.

In 2012, Kisinger Campo & Associates, Corp. (KCA) completed a Pavement Management Plan (PMP) for the Town roads. In 2016 KCA was tasked to develop an update of the PMP based only on work accomplished since the 2012 inspections. A network level Pavement Management provides a variety of engineering and economic options for selection by the Town. Existing pavement conditions (estimated), coupled with historical pavement treatments, provides the ability to predict future network pavement condition. This in turn provides a mechanism to assess various pavement repair strategies and make informed financial decisions. All data collected was entered into PAVER™ v6.5.2 for the determination of the overall Pavement Condition Index (PCI) of the selected roads.

Overall Project Goals include:

- ✓ Updating the existing PAVER database with up-to-date construction work history
- ✓ Updating the 5 Year Capital Improvement program for the period 2016 through 2021

The first step in the PMP update was to gather construction work history records from Town staff. KCA was able to update the PAVER database with this new information and correct erroneous data entries discovered during the update process.

Existing pavement condition was estimated based on projected deterioration rates. The overall area weighted average Pavement Condition Index (PCI) was estimated to be **56**. Qualitatively this score is considered ***fair***.

Budget scenarios were run to evaluate the effect of available budget on projected network-level pavement conditions. Based on the analysis, an annual budget in excess of \$200,000 is needed to stabilize the PCI and prevent an overall decline in network-level pavement condition. Working with Town staff, KCA developed a list of candidate projects for inclusion in the CIP for 2016 through 2020. These projects were developed assuming a base budget of \$200,000 annually for the next five years. Total expenditure over the next five years is estimated to be \$1,034,000.

It is recommended that the Town:

- ✓ Evaluate preventive maintenance treatments including rejuvenator application for pavements that are new.
- ✓ Continue their program of Crack Sealing and Mill and Overlay on roads that have little or no structural deficiencies.

- ✓ Implement a robust program that would include Mill and Overlay with deep patching, Full Depth Reclamation, Cold In-place Recycling, or complete reconstruction for roads with structural deficiencies.
- ✓ Conduct geotechnical evaluation and design for all roads that have structural deficiencies prior to selection of a final pavement treatment.
- ✓ Implement the CIP projects as identified in this report.

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Introduction

Background

Pavement typically represents the single most valuable physical asset owned and maintained by a municipality. In 2016, the Town of Lady Lake (Town) and the Lake-Sumter Metropolitan Planning Organization (MPO) tasked Kisinger Campo & Associates, Corp (KCA) to provide an update to the Town's Pavement Management Plan (PMP). KCA previously provided the Town with the original PMP in 2009 and an updated Plan in 2012. Pavement inspections conforming to the methodologies specified in the latest version of **ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys** are recommended every three to five years if possible. Due to budget limitations, re-inspection of the Town's pavement was beyond the scope of this report. Goals of the 2016 Update include:

- Updating the existing PAVER database with up-to-date construction work history
- Updating the 5 Year Capital Improvement program for the period 2016 through 2021

PAVER™ Pavement Management System Overview

Pavement Management, like other Asset Management practices, follows a cyclical process that begins with a basic understanding of system to be evaluated – in this case the pavement network – and proceeds through recommendations. A Pavement Management System (PMS) is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. The intent of a PMS is to assist in finding optimum strategies for maintaining pavements in an acceptable condition over a given period of time for the least cost. In a PMS objective information and data is presented so that decisions made are consistent, cost-effective, and defensible. Many factors beyond the condition assessment can, and do, influence the decisions made as a result of the PMS. These factors may include policy and economic influences internal to Town and Town's primary customers—the residents who live and work in Lady Lake, and who ultimately pay for the pavement assets. Ultimately a PMS provides the basis for an informed understanding of the consequences of alternative decisions.

A Pavement Management Plan (PMP) is the written findings and recommendations supporting the PMS. The primary intent of the PMP is to develop a network-wide understanding of the conditions of all of the paved surfaces within the network. A secondary intent is to develop a prioritization scheme to rate the pavements relative to each other, eventually developing remediation projects. This 2016 PMP Update has been developed to conform to the methodologies specified in the latest version of **ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys** to the extent practicable.

Methodology

Network Definition and Inventory

The initial step in the development of any PMP is to define the extent of the pavement that will be included within the plan. The **Network** is further subdivided into, **Branches**, and **Sections**. The network for the 2016 Plan is identical to the network in 2009 and 2012. All roads included in the inventory are graphically shown in **Map 1 – Pavement Network in Appendix A**.

Distress Surveys

Pavement distress information is typically updated every three to five years when possible. Due to budget limitations, distress data was not included in the scope of work.

Condition Assessment

Both PCI and SCI were determined from field inspections in 2009 and 2012 for each of the individual roadway sections. The PCI value for 2016 is a projected estimate based on the observed deterioration trends and historic work. The network-wide area weighted average PCI scores are shown in the table below.

PCI Values			
Year of Audit	Number of Sections Inspected	Total Area (SF) of the Inspected Network	Area Weighted Average PCI
2009	649	7101716.7	75.99
2012	662	7,341,260.4	67.21
2016	662	7,341,260.4	56.84 (estimated)

Cause of Deterioration

From these PCI determinations shown in the table above it appears that the overall PCI is continuing to deteriorate. The underlying causes of pavement deterioration, and the associated ASTM D6433 distresses, can be grouped into one of three categories: **Load**, **Climate and Durability**, or **Other** factors.

Load – Alligator Cracking, Edge Cracking, Potholes, Rutting, and Shoving

Climate and Durability – Block Cracking, Joint Reflection, Longitudinal and Transverse Cracking, Weathering, and Raveling

Other – Bleeding, Bumps and Sags, Corrugations, Depressions, Lane/Shoulder drop-off, Patching, Polished Aggregate, Railroad Crossings, Slippage Cracking, and Swelling

At the last inspection (2012), 92.3% of the overall condition of the pavement was attributed to climate and durability issues with the remaining 7.7% attributed to load or other issues.

Condition Prediction

The ability to forecast pavement conditions based on available funding is a key component of the PMP. This provides The Town with the tools necessary to make informed decisions on selecting the correct pavement repair techniques, analyze various funding scenarios, and ultimately develop projects for the preservation or restoration of the paved surfaces.

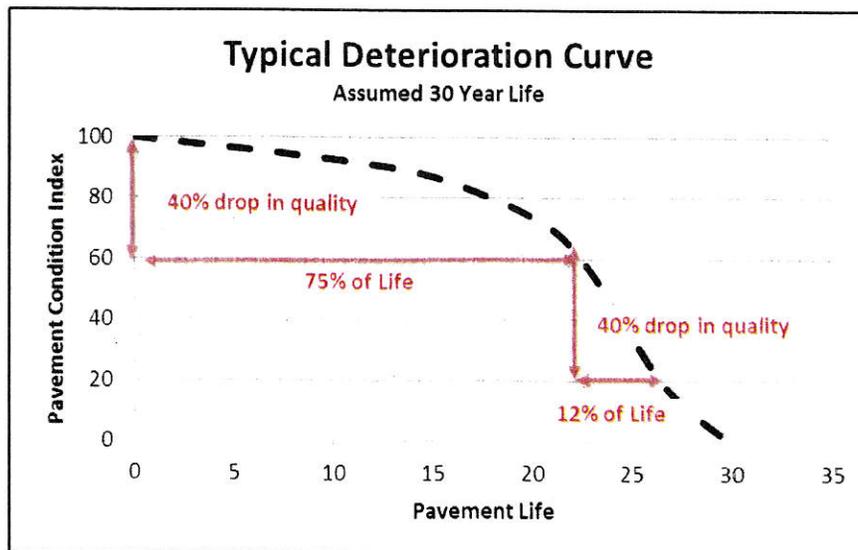
Development of Deterioration Models

Pavement will deteriorate. No matter how well a road is originally constructed, the effects of traffic loads and climate will take a toll on the road surface over time. The age of the pavement and the rate at which the deterioration occurs become important considerations when developing asset management strategies for the PMP.

Pavement Life-cycle

Figure 1 depicts a widely published pavement deterioration curve. Several conclusions can be drawn from this curve including the overall life expectancy of the pavement and the relative rate of deterioration based on the age of the pavement. The shape of the curve infers that early in pavement's life, the condition remains good for many years before any appreciable maintenance is needed. As a pavement passes the midpoint in its life-cycle, the rate of deterioration can rapidly increase. The curve shown in Figure 5 was derived based on an assumed 30 year life expectancy, and that 40% of a pavement's deterioration occurs within the first 75% of a pavement's expected life. The next 40% of the deterioration occurs very rapidly in only the next 12% of the life. This relationship of deterioration and time has been widely referenced as being typical of pavement deterioration. Additionally, the relationship suggests that conducting *preventative*

Figure 1: Typical Deterioration Curve



maintenance early in the pavement's life-cycle can delay significant deterioration and thereby save considerable funds when compared to conducting major maintenance later in the pavement's life.

Development of appropriate deterioration curves provide a basis for **predictive** condition forecasting. A typical curves such as the one discussed above can be used, but may not

accurately represent the specific conditions of The Town's network. Deterioration models can be developed specific to a pavement network by evaluating historic PCI values against the age of the pavement. With sufficient data, multiple models may be developed based on the use of the roadway.

Construction History

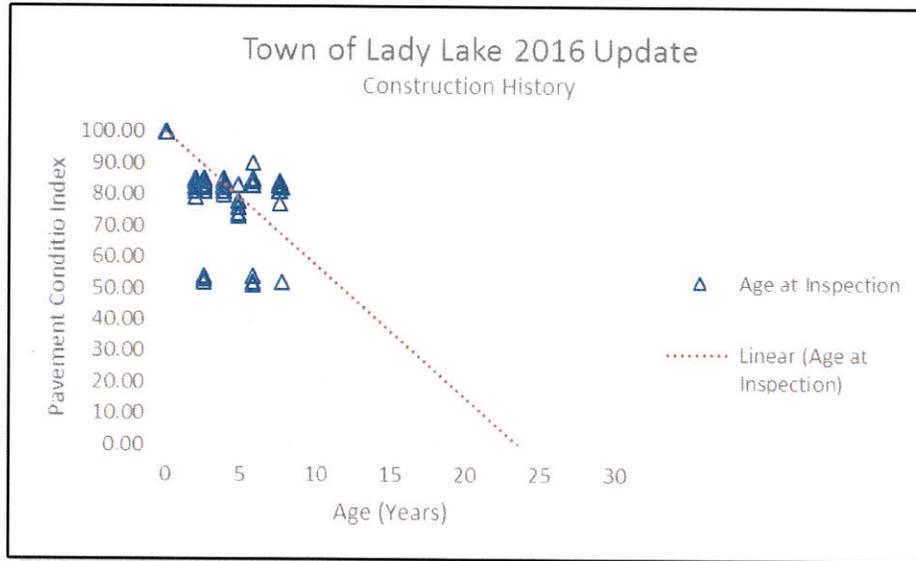
Historic construction data helps to define the deterioration curves by establishing the point in time when the pavement was new (time=0, PCI=100). Field inspection data establish specific points along the deterioration curve. As additional inspections data is collected and work history added to the Pavement Management System, refinements can be made to the models improving the overall ability of the model to predict future conditions of the road network.

Recent work conducted by the Town consists of a mix of asphalt overlays (Major maintenance) and polymer-modified slurry seals or Microsurfacing (Global or preventive maintenance). How these two treatments are set up in PAVER can affect the calculated deterioration rate. Major maintenance activities such as asphalt overlays reset the PCI score and the age of road (time/age=0, PCI=100). Global maintenance such as Microsurfacing is preventive and does not reset the PCI and age of the road. For Global maintenance activities a predefined life of the treatment is entered into PAVER. When the treatment is applied there is a slight increase in the PCI but only to the extent that it corresponds to the life of the treatment. Much of the work history for Microsurfacing that had been entered in PAVER had incorrectly classified it as Major maintenance. The result was that the PCI scores for these roads were reset to PCI=100 when in fact the road was not in a "new" condition. As part of this 2016 Update, KCA reviewed and corrected these errors in the PAVER database.

Model Review

The pavement deterioration model developed for the Town in 2012 was reevaluated due to the changes in Microsurfacing work history. The 2012 overall deterioration rate used in the report was 4.26 PCI points per year. This equated to a PCI=0 life expectancy of 23.5 years. Based on the new and changed work history, the 2016 deterioration rate is estimated to be virtually the same at 4.06 PCI points per year or a PCI=0 life expectancy of 24.6 years.

Figure 2: Lady Lake Deterioration



Pavement Treatment Selection

Selection of specific projects is an iterative process that must incorporate technical and non-technical information. Data projected in this PMP plays a very important role in the decision process, but as pointed out in *Pavement Management for Airports, Roads, and Parking Lots* by M.Y. Shahin, 2005, “the PCI by itself is not sufficient to identify the needed specific Maintenance and Rehabilitation (M&R) type.” A single numeric value such as the PCI can indicate a general level of M&R needs, but it is also important to understand the cause (structural, climate, or other) of individual distresses that make up the PCI score. Additionally, factors such as funding, political desires, citizen complaints, etc. often influence project selection.

At the network-level, the goals of the PMP are to gain an understanding of how pavement conditions can be expected to respond to programmatic funding levels, and to develop optimum combinations of potential pavement M&R treatments and network sections – the right treatment for the right location at the right time.

Short-term Maintenance and Rehabilitation Categories

PAVER uses several categories of M&R in the planning of potential pavement treatments. Specific treatment options can be suggested when the planning horizon, or the length of the planning time period is very short – typically less than one year. In these cases, the change in pavement conditions between distress identification and repair is negligible. Therefore specific repair strategies or proposed actions can be specified with some certainty. M&R categories included as short term include Localized Safety and Localized Preventive. Note that both Localized Safety and Preventive M&R activities are considered part of The Town’s routine maintenance program, not capital maintenance. Each category is presented below for reference:

Localized Safety M&R

Localized Safety M&R is defined as the localized distress repair needed to keep the pavement operational in a safe condition. This type of maintenance has a very short

planning horizon if any at all. It may also be referred to as safety maintenance, stop-gap maintenance, and operational maintenance. Table 1 lists distress severity and type along with proposed remediation actions for Localized Safety M&R.

Table 1: Localized Safety M&R Policy

Severity	Description	Proposed Action
High	<i>BUMPS/SAGS</i>	Shallow Patching
High	<i>CORRUGATION</i>	Shallow Patching
High	<i>LANE / SHOULDER DROP</i>	Shoulder leveling
High	<i>PATCH/UTILITY CUT</i>	Shallow Patching
High & Medium	<i>POTHOLE</i>	Deep Patching
High	<i>RUTTING</i>	Shallow Patching
High	<i>SHOVING</i>	Shallow Patching
High	<i>SLIPPAGE CRACKING</i>	Shallow Patching

Localized Preventive M&R

Localized Preventive M&R activities are performed with the primary objective of slowing the rate of deterioration, but are applied at the location of individual distresses. For asphalt pavement it can include activities such as deep and shallow patching, and crack sealing. Localized PM differs from Global PM (described below) in that it typically is not applied to pavement outside of the location of the distress. Table 2 lists distress severity and type along with proposed remediation actions for Localized Preventive M&R.

Table 2: Localized Preventive M&R Policy

Severity	Description	Proposed Action
High & Medium	<i>ALLIGATOR CR</i>	Deep Patching
High & Medium	<i>BLOCK CRACKING</i>	Crack Sealing
Medium	<i>BUMPS/SAGS</i>	Shallow Patching
High	<i>BUMPS/SAGS</i>	Deep Patching
High	<i>CORRUGATION</i>	Deep Patching
Medium	<i>CORRUGATION</i>	Shallow Patching
High & Medium	<i>DEPRESSION</i>	Deep Patching
Medium	<i>EDGE CRACKING</i>	Crack Sealing
High	<i>EDGE CRACKING</i>	Shallow Patching
High	<i>JOINT REFLECTIVE CRACKING</i>	Shallow Patching
Medium	<i>JOINT REFLECTIVE CRACKING</i>	Crack Sealing
High & Medium	<i>LANE / SHOULDER DROP</i>	Shoulder leveling
High	<i>L & T CRACKING</i>	Shallow Patching
Medium	<i>L & T CRACKING</i>	Crack Sealing
High	<i>PATCH/UTILITY CUT</i>	Deep Patching
High, Medium & Low	<i>POTHOLE</i>	Deep Patching

Table 2: Localized Preventive M&R Policy

Severity	Description	Proposed Action
High	<i>RUTTING</i>	Deep Patching
Medium	<i>RUTTING</i>	Shallow Patching
High & Medium	<i>SHOVING</i>	Grinding (Localized)
High & Medium	<i>SLIPPAGE CRACKING</i>	Shallow Patching

Long-term Maintenance and Rehabilitation Categories

Long Term M&R categories include Global Preventive and Major. In these cases, the time between pavement distress identification and repair may be several years. The change in pavement condition, and even the change in identified distresses could be appreciable. Therefore specific repair strategies or proposed actions are suggested as network-level planning guidelines.

Global Preventive M&R

Global Preventive M&R are maintenance activities applied to the entire section of pavement with the primary objective of slowing the rate of deterioration. Global PM is a program of activities that preserves the investment in pavements, reduces the rate of degradation due to specific distresses, and extends the life of the pavement. Historically The Town has included Global Preventive M&R in their pavement management program. Treatments including sealcoats and rejuvenators at various locations throughout the District.

Table 3: Global Preventive M&R Policy

Severity	Description	Proposed Action
High, Medium & Low	<i>POLISHED AGGREGATE</i>	Microsurface, Sealcoat or thin overlay
High, Medium & Low	<i>BLEEDING</i>	Microsurface, Sealcoat or thin overlay
High, Medium & Low	<i>BLOCK CRACKING</i>	Microsurface, Sealcoat, Crack seal, or Rejuvenation
High, Medium & Low	<i>WEATHERING / RAVELING</i>	Microsurface, Sealcoat or Rejuvenation
High, Medium & Low	<i>L & T CRACKING</i>	Microsurface, Sealcoat, Crack seal, or Rejuvenation

Major M&R

Major M&R are maintenance activities applied to the entire section and are intended to correct or improve existing structural or functional requirements of the paved surface. It is important to note that Major M&R are the only type of maintenance activities for which the PCI values are returned to 100 after the treatment is applied.

Major M&R Approach

PAVER allows the user to select different approaches to identify potential projects. The **Minimum PCI** approach is basically a worst-first approach. This approach does not optimize budget spending but rather determines the funding needed to maintain the

pavement condition at or above a specified minimum PCI value. The minimum value can vary based on road type or can vary in time. For example, the targeted PCI value may rise over several years in order to fund the program. In this approach the Major M&R costs are applied to each road section when the PCI is projected to reach the specified minimum value. Once this point is reached and Major M&R is applied, the PCI score is reset to 100 and no further treatment is applied until the minimum PCI is once again reached.

The **Critical PCI** approach is based on the concept that it is more cost-effective to maintain pavements above the **critical** PCI rather than below. The critical PCI is the point in the life of the pavement where the condition begins to rapidly deteriorate. The critical PCI can also be viewed as the point where the cost of local preventive maintenance starts to significantly increase. Typically the critical PCI ranges from 50 to 75. Using this approach, PAVER is attempting to optimize the M&R budget using the following priority of M&R categories:

1. Localized safety measures (Considered part of The Town’s routine operating budget)
2. Localized Preventive (Considered part of The Town’s routine operating budget)
3. Global preventive (Rejuvenator, sealcoat)
4. Major above critical PCI
5. Major below critical PCI

After checking a section’s PCI score in relation to the critical PCI, PAVER checks for structural deficiency. Structural deficiency is defined for asphalt pavement in the critical PCI approach as:

- Alligator Cracking (L, M & H) >0.5%
- Patching (M & H) >10%
- Potholes (L, M & H) >0.1%
- Rutting (M & H) >1.0%

For concrete pavement, structural deficiency is defined as

- Large Patching (M & H) >10%
- Corner Break (L, M & H) >5%
- Divided (shattered slabs) (L, M & H)
- Punchout (M & H)

Pavement Treatment Matrix

Many agencies have developed simplified decision trees or decision matrices relating the general type of pavement M&R with distress conditions. These decision matrices can be used to assist in the project planning phase of pavement management. A generalized decision matrix developed for The Town is depicted below and consists of five PCR Groups including a consideration of structural deterioration.

Table 4: Decision Matrix for Asphalt

Treatment Type	Structural Deterioration	PCR Condition Group
No Work	No	100-81 (Good)
Localized Safety measures considered part of The Town’s routine operating budget	Yes	

Localized Preventive measures considered part of The Town's routine operating budget	No	80-61 (Satisfactory)
Localized Preventive Maintenance - Localized Repairs, Full Depth Patching, Crack Seal	Yes	
Major Maintenance (above Critical PCI) – Overlay, Mill and Overlay	No	60-41 (Fair)
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay with Localized Base Repairs	Yes	
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay	No	40-21 (Poor)
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay with Localized Base Repairs	Yes	
Major Maintenance (below Critical PCI) – Mill and Overlay	No	20-0 (Failed)
Major Maintenance (below Critical PCI) – Mill and Overlay with Extensive Base Repairs, Full Depth Reclamation, Complete Reconstruction	Yes	

Funding Scenarios

PAVER uses cost per work type for project level and short term planning. Cost per condition is used for long term planning and to estimate budget needs. These costs are entered in PAVER in policy tables. The cost data used in this report are based on a new bid to Sumter County for asphalt products. It is important to note that while these cost estimates are based on the best available information, they do not include additional expense items which may be necessary such as drainage improvements or improvements required by the US Dept. of Justice to meet the Americans with Disabilities Act (ADA). In many cases these additional costs can substantially increase the overall funding necessary to complete individual projects.

Table 5 below is a summary of the unit costs used in this report and provide the foundation for conducting the budget analysis.

Table 5: Major M&R Unit Costs and PCI

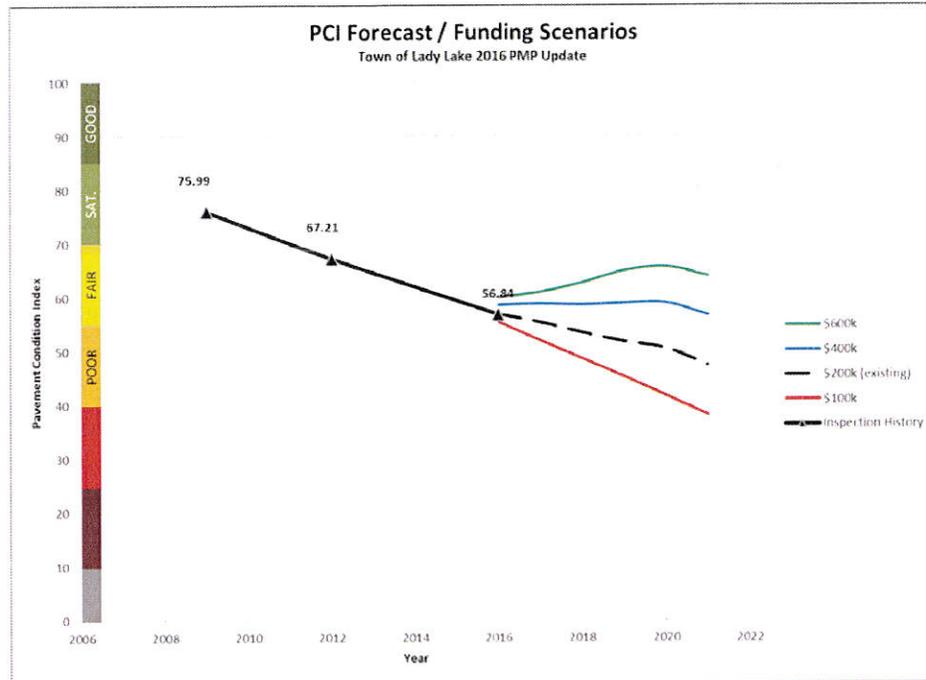
PCI	Typical M&R Strategy	Unit Cost per Sq. Ft. (Collector)	Unit Cost per Sq. Ft. (Residential)
100	No Work	\$0.00	\$0.00
90		\$0.00	\$0.00
80	Overlay or Mill and Overlay	\$0.69	\$0.69
70		\$0.69	\$0.69
60		\$0.69	\$0.69
50		\$0.69	\$0.69
40	Mill and Overlay with Base Repairs. Base repairs are assumed to be limited to no more than 5% of the area of the pavement.	\$2.25	\$2.25
30		\$2.25	\$2.25
20		\$2.25	\$2.25
10		\$4.50	\$4.50
0		\$4.50	\$4.50

Budget Findings

Four different budget scenarios are presents below and provide an envelope of expected results based on potential funding levels. An annual budget of \$200,000 was established as the base budget. Additional scenarios are based on multiples (1/2x, 2x and 3x) of the base \$200,000.

Each forecast scenario assumes that 100% of the annual funding is applied to Major Maintenance & Rehabilitation (M&R). Based on the analysis, the network condition can be expected to continue to deteriorate if the funding level remains near \$200,000 annually. Conversely, a substantial increase in the network PCI can be expected if the funding is increased to \$600,000 annually. The results of the funding evaluations are presented in the figure below.

Figure 3: Budget / PCI Forecast



Maintenance and Rehabilitation Plan

Pavement Treatment Suggestions

Town staff have indicated a willingness to explore alternative treatment options, adding to their collection of accepted methods. The following treatments are suggested to be included in The Town's pavement program and are presented in very general terms.

Overlay / Mill and Overlay

This pavement treatment application is a process where a new layer of asphalt pavement is added to an existing surface, or the surface is milled, and replaced by a new layer of asphalt pavement. The pavement service life extension of this process is normally considered to be 12 to 14 years. Typically, a Florida Department of Transportation asphalt specified pavement is applied in this process. The amount of time needed to perform an asphalt overlay process will vary depending on the size of the project. Once the surface area is milled away, the area is swept or cleaned with a pavement broom or surface vacuum truck. Then the area to be resurfaced is prepared to receive the new surface by applying a thin asphalt emulsion tack coat. In the next step, the new surface is placed with an asphalt paver. Finally, the placed pavement is then immediately compacted with a steel wheeled roller and followed by a pneumatic tire roller to compact the asphalt per the pavement specification being used on the project. Testing and field inspection is normally performed in the treatment process to ensure the contractor has provided a product and pavement that was satisfactorily in accordance with the pavement specification. This process is considered Major M&R because it provides replaced or additional structural capacity. As a result, the PCI of the roads is reset to 100.

Mill and Overlay with Deep Patching

This pavement treatment application is identical to the Mill and Overlay described above with the exception that base repairs may be necessary. Base material may need to be removed and replaced or reworked to achieve the proper density and then overlain with asphalt. As a result, the PCI of the roads is reset to 100.

Full-Depth Reclamation and Cold In-place Recycling

Full-Depth Reclamation (FDR) and Cold In-place Recycling (CIR) are very similar processes. In both cases a portion of the base material is uniformly crushed, pulverized and blended with the existing surface asphalt to form a new composite base material. The new composite material can be mixed with an asphalt emulsion or calcium chloride to increase the stability of the new base. This process completely rehabilitates and reinforces the structural strength of the underlying base of the road. The new road base is then surfaced with conventional asphalt equipment. The major benefits in these methods are that the road base is rehabilitated and existing material are recycled on-site negating the expense of removing and disposing of the material off-site. As a result, the PCI of the roads is reset to 100.

Rejuvenation

As asphalt ages, the asphalt binder starts to oxidize and becomes brittle. This is the weathering process. The brittleness of the asphalt can cause the aggregate to dislodge. This is raveling. The purpose of a rejuvenator is to soften the stiffness of the oxidized pavement surface to extend the life of the pavement. The rejuvenator product must be able to soften the upper 3/8-inch to 1/2-inch and add maltenes into the pavement. Rejuvenators should be allied to relatively new asphalt and then re-applied periodically (every 5 to 10 years).

Suggested Projects

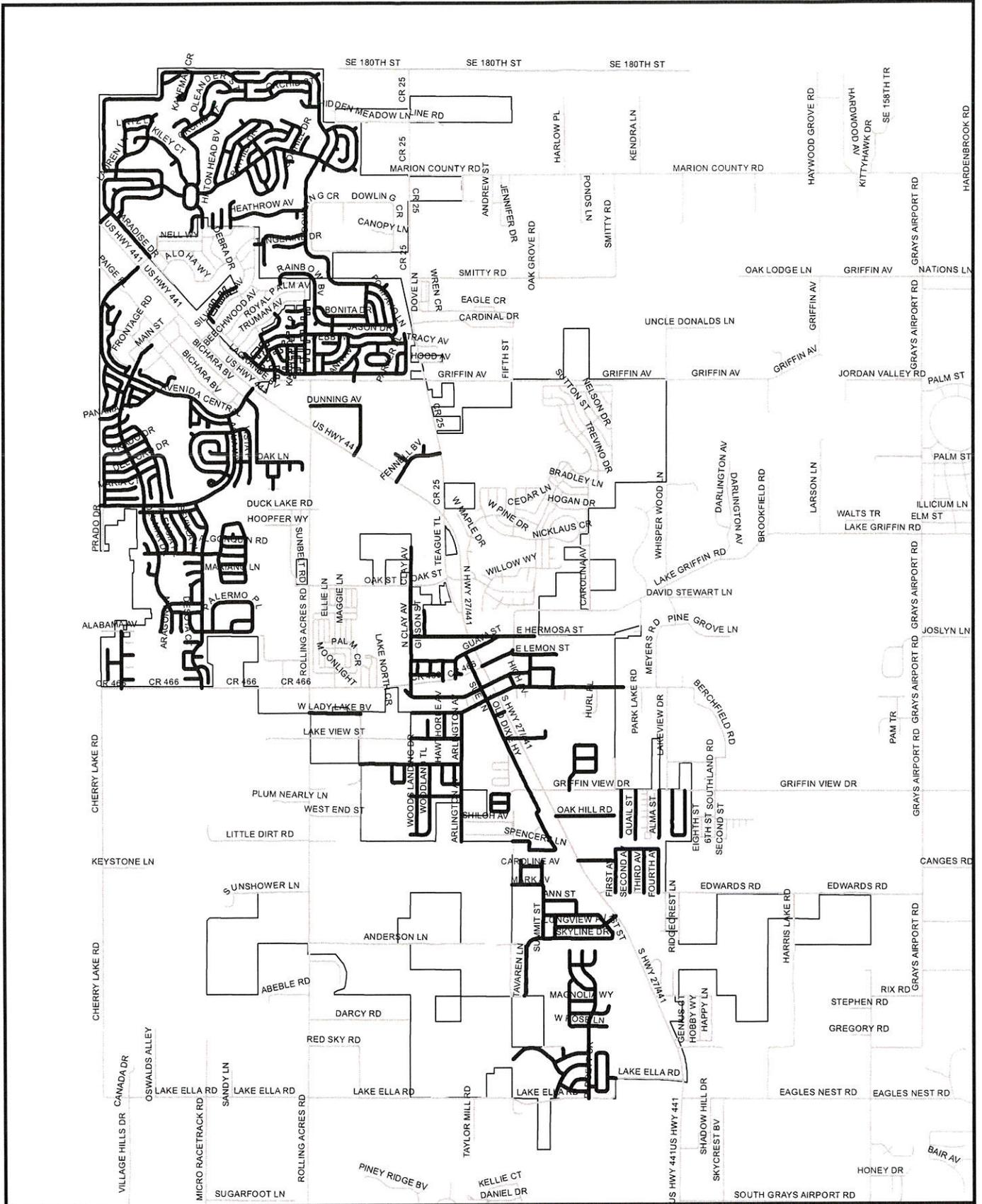
Selection of specific projects is an iterative process that must incorporate technical and non-technical information. Data collected in this PMP plays a very important role in the decision process, but as pointed out in *Pavement Management for Airports, Roads, and Parking Lots* by M.Y. Shahin, 2005, “the PCI by itself is not sufficient to identify the needed specific M&R type.” A single numeric value such as the PCI can indicate a general level of M&R needs, but it is also important to understand the cause (structural, climate, or other) of individual distresses that make up the PCI score. Additional factors such as funding, political desires, citizen complaints, etc. often influence project selection.

The historic treatments used by The Town are sound and cost effective practices. Mill and Overlays, can provide a very good and long lasting treatment, although it will not resolve structural deficiencies. It is recommended that The Town:

- ✓ Evaluate preventive maintenance treatments including crack sealing, rejuvenator application, and rejuvenating fog sealing for pavements that are in good condition.
- ✓ Continue their program of Mill and Overlay on roads that have little or no structural deficiencies.
- ✓ Implement a robust program that would include Mill and Overlay with deep patching, Full Depth Reclamation, Cold In-place Recycling, or complete reconstruction for roads with structural deficiencies.
- ✓ Conduct geotechnical evaluation and design for all roads that have structural deficiencies prior to selection of a final pavement treatment.

Appendix B contains a list of specific road sections that were selected as potential projects to be completed over the next five years. These projects were assuming a base budget of approximately \$200,000 per year for the next five years. In each case the recommended treatment is Mill and Overlay with deep patching as necessary. The Town should consider including a rejuvenator application two years after the overlay.

Appendix A - Maps

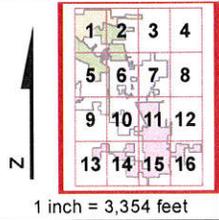


Map 1 - Pavement Network

KCA Kisinger Campo & Associates Corp.
 One Tampa City Center
 201 N. Franklin St., Ste 400
 Tampa, FL 33602
 Phone: 813/871-5331 Fax: 813/871-5135

Page of

- Town Roads
- Non-Town Roads
- Town Limit



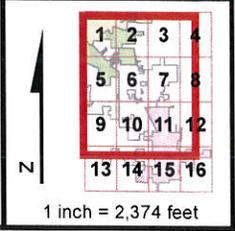


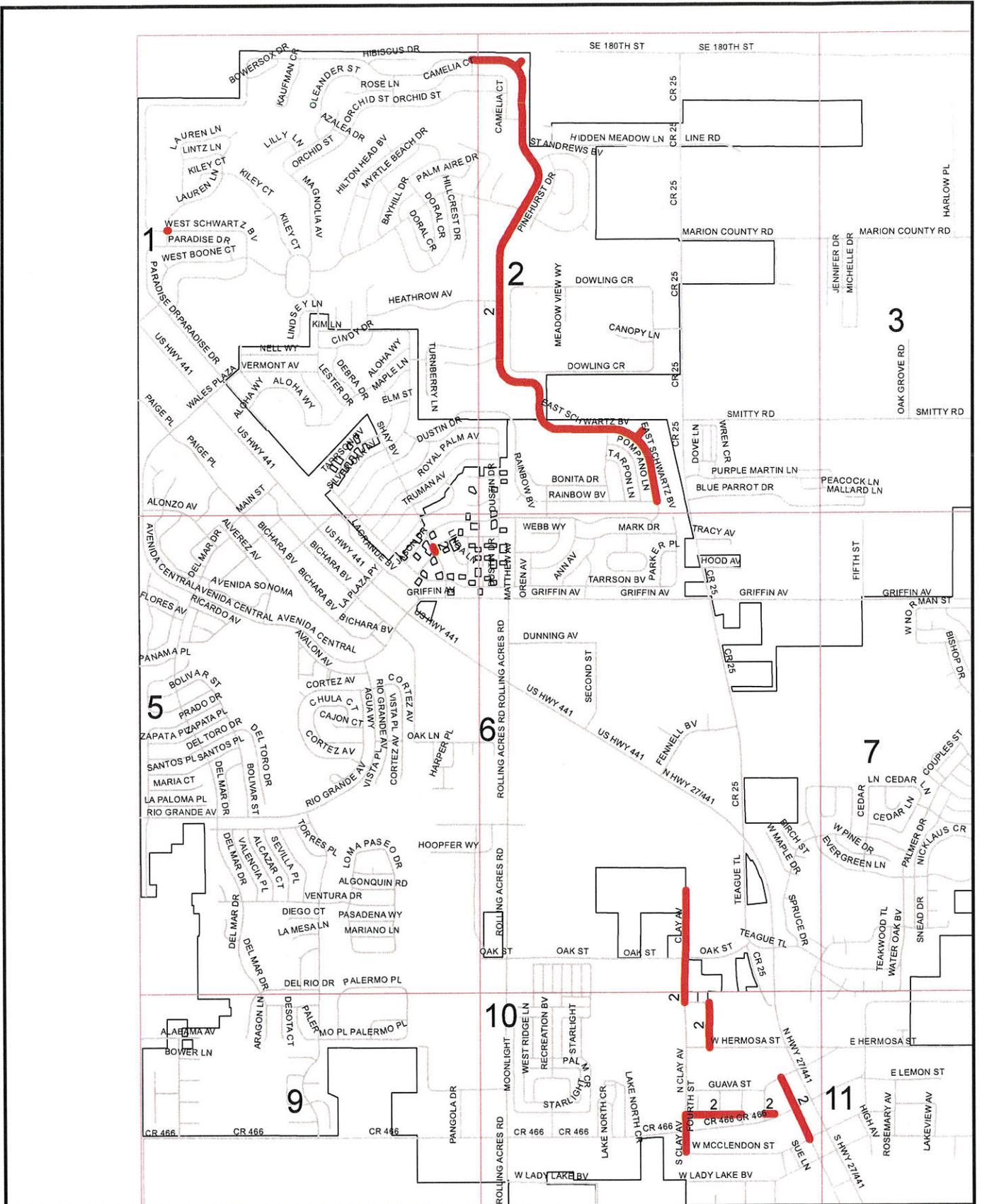
Proposed CIP 2016

KCA Kisinger Campo & Associates Corp.
 One Tampa City Center
 201 N. Franklin St., Ste 400
 Tampa, FL 33602
 Phone: 813/871-5331 Fax: 813/871-5135

Page of

- Proposed CIP**
- █ 2018
 - █ 2016
 - █ 2017
 - █ 2019
 - █ 2020
 - Non-Town Roads
 - Town Limit



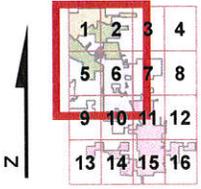


Proposed CIP 2017

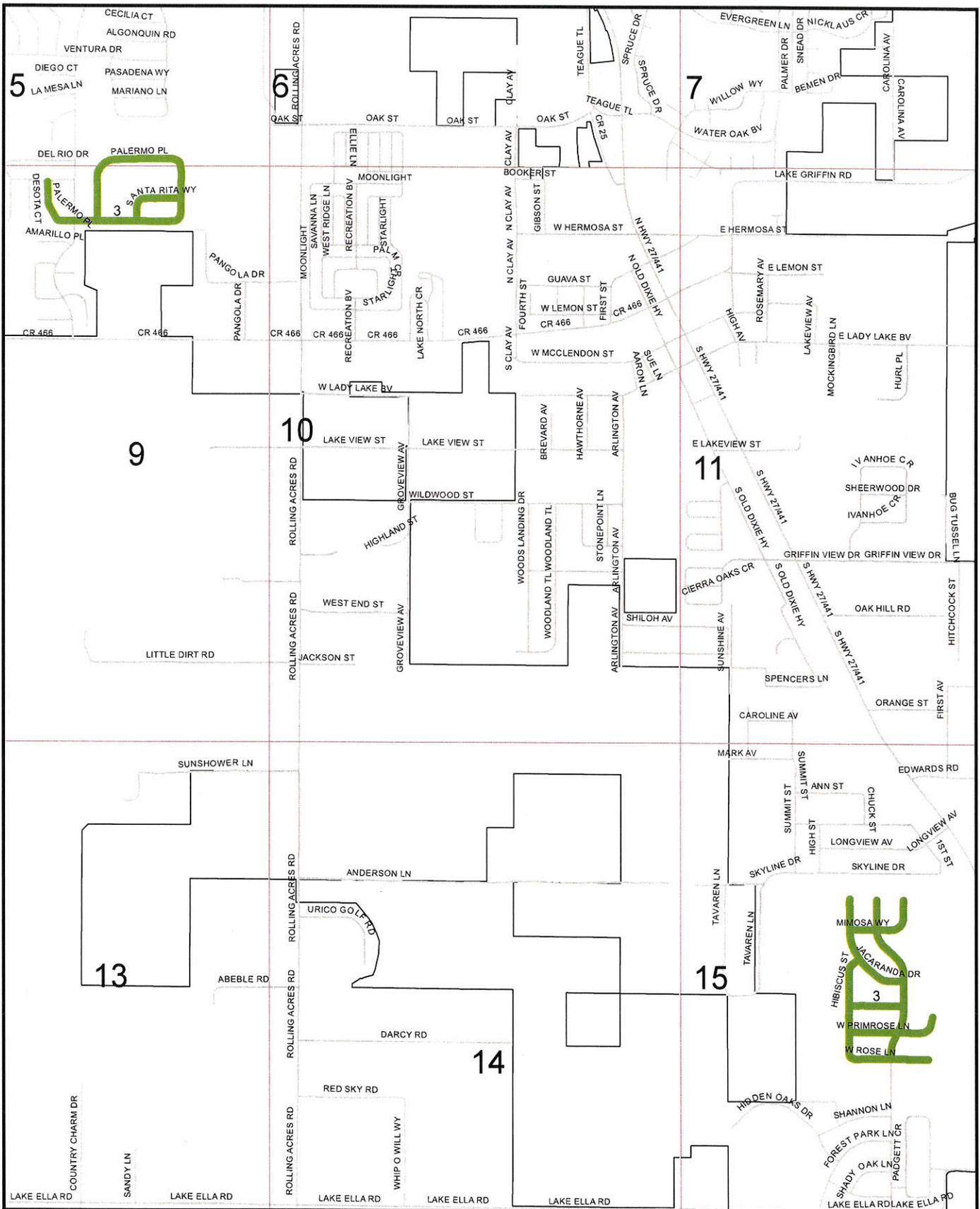
KCA Kisinger Campo & Associates Corp.
 One Tampa City Center
 201 N. Franklin St., Ste 400
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 Phone: 813/871-5331 Fax: 813/871-5135

Page of

- Proposed CIP**
- █ 2018
 - █ 2016
 - █ 2017
 - █ 2019
 - █ 2020
 - Non-Town Roads
 - Town Limit



1 inch = 1,911 feet



 **Proposed CIP 2018**

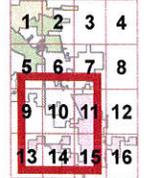
KCA Kisinger Campo & Associates Corp.
 One Tampa City Center
 201 N. Franklin St., Ste 400
 Tampa, FL 33602
 Phone: 813/871-5331 Fax: 813/871-5135

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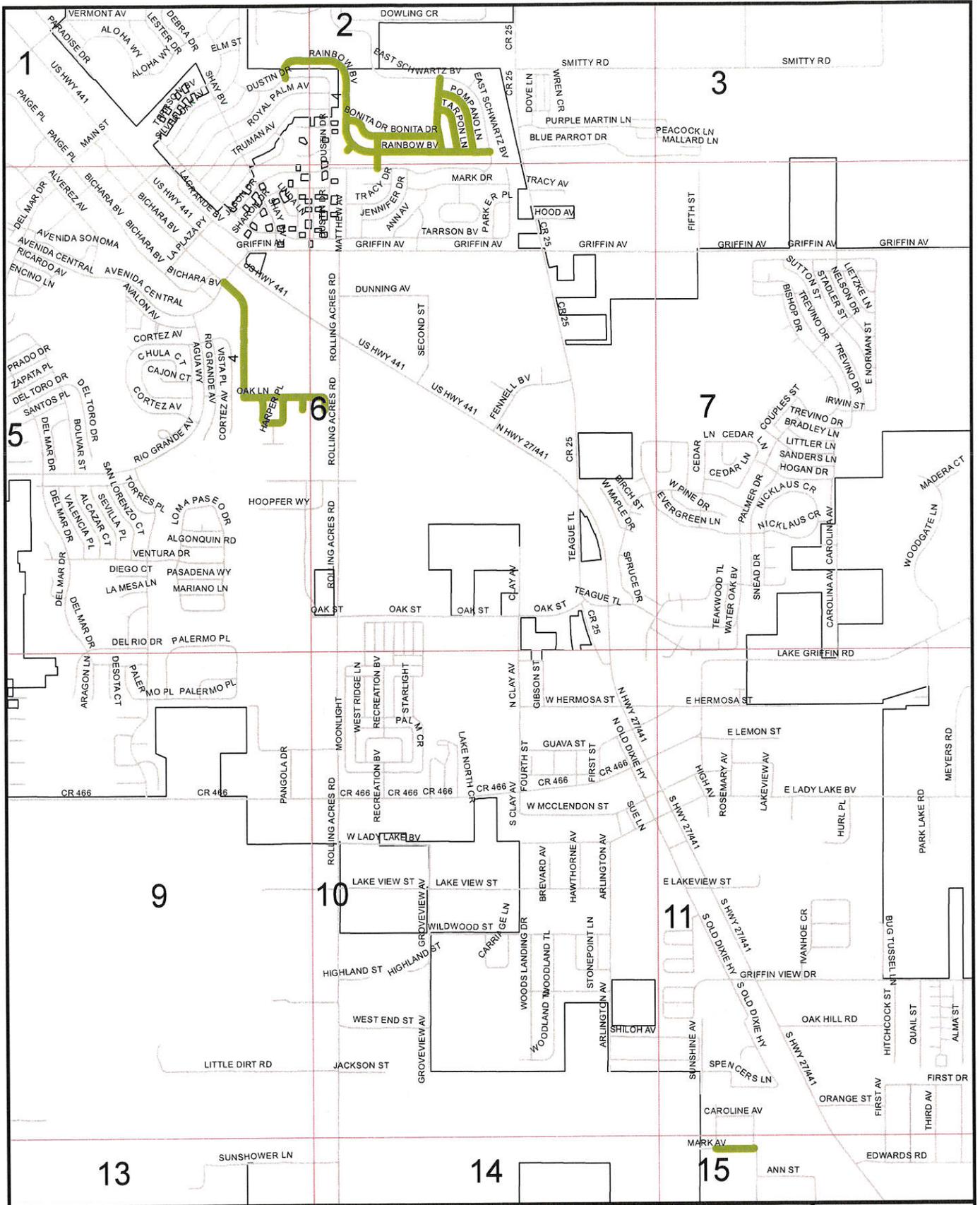
Proposed CIP

- █ 2018
- █ 2016
- █ 2017
- █ 2019
- █ 2020
- Non-Town Roads
- Town Limit





1 inch = 1,595 feet



Proposed CIP 2019

KCA Kisinger Campo & Associates Corp.
 One Tampa City Center
 201 N. Franklin St., Ste 400
 TAMPA, FL 33602
 Phone: 813/871-5331 Fax: 813/871-5135

Page of

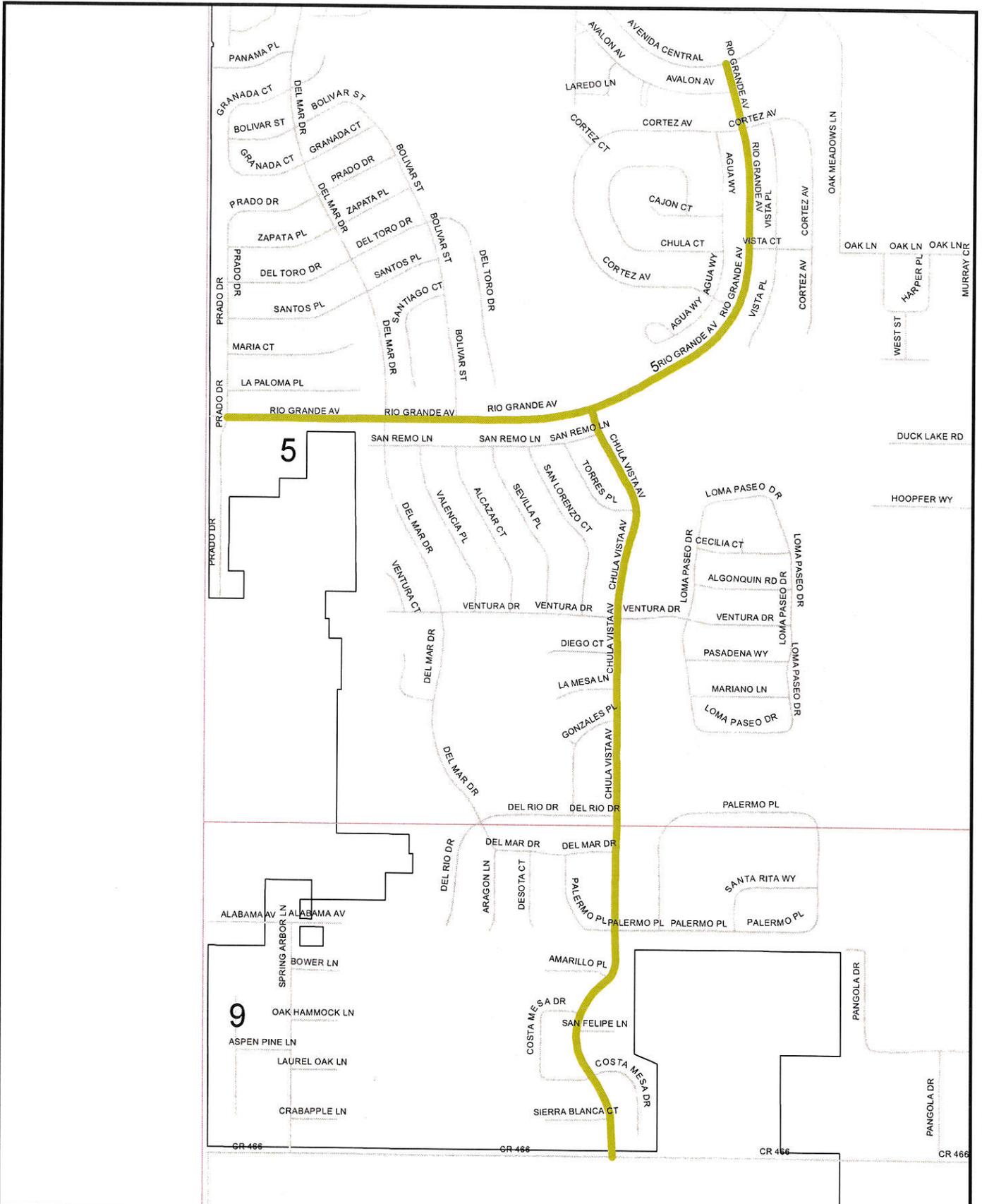
- █ Proposed CIP 2018
- █ 2016
- █ 2017
- █ 2019
- █ 2020

Non-Town Roads

Town Limit



1 inch = 1,878 feet



	<h2 style="text-align: center;">Proposed CIP 2020</h2>	<p>Proposed CIP</p> <ul style="list-style-type: none"> █ 2018 █ 2016 █ 2017 █ 2019 █ 2020 Non-Town Roads Town Limit 	 <p style="text-align: center;">1 inch = 835 feet</p>
 <p>Kisinger Campo & Associates Corp. One Tampa City Center 201 N. Franklin St., Ste 400 Tampa, FL 33602 Phone: 813/871-5331 Fax: 813/871-5135</p>	<p style="text-align: center;">Page of</p>		

Appendix B – Suggested Projects

Branch ID	Estimated Construction Cost by Year				
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
HLTN HD CR	\$ 2,098				
BAY MDW CR	\$ 2,788				
GARDENI LN	\$ 3,174				
HUNTERS RN	\$ 3,436				
COGHILL DR	\$ 6,693				
BAY MDW LN	\$ 13,317				
FIRST DR	\$ 15,282				
FIRST AV	\$ 15,486				
FOURTH AV	\$ 15,507				
THIRD AV	\$ 15,517				
SECOND AV	\$ 15,542				
CYPRESS PT	\$ 16,146				
DORAL CR	\$ 25,240				
MYRT BH DR	\$ 26,041				
HLTN HD BV	\$ 37,605				
W SCHWR BV		\$ 721			
SHAY BV		\$ 1,118			
HOLLY LN		\$ 1,683			
TANGRNE CR		\$ 2,114			
N CLAY AV		\$ 3,407			
S CLAY AV		\$ 4,178			
GIBSON ST		\$ 9,157			
W LEMON ST		\$ 12,757			
N O DIX HY		\$ 17,994			
CLAY AV		\$ 22,634			
E SCHWA BV		\$ 123,942			
E ROSE LN			\$ 6,483		
W ROSE LN			\$ 6,978		
E PRIMROSE			\$ 7,618		
W PRIMROSE			\$ 8,183		
MAGNLIA WY			\$ 9,291		
SNTA RI WY			\$ 10,694		
MIMOSA WY			\$ 13,166		
HIBSCUS ST			\$ 17,199		
JACARND DR			\$ 19,298		
APRL HL BV			\$ 52,701		

Branch ID	Estimated Construction Cost by Year				
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
PALERMO PL			\$ 60,286		
MURRAY CR				\$ 2,525	
JOES ST				\$ 6,500	
MARK AV				\$ 7,679	
TARPON LN				\$ 10,419	
HARPER PL				\$ 13,593	
PALMETO DR				\$ 14,780	
POMPANO LN				\$ 15,249	
OAK LN				\$ 18,662	
BONITA DR				\$ 20,124	
OK MDWS LN				\$ 29,526	
RAINBOW BV				\$ 60,136	
CHLA VI AV					\$ 103,893
RIO GRN AV					\$ 106,150
Total	\$ 213,871	\$ 199,705	\$ 211,897	\$ 199,194	\$ 210,043
Grand Total All Years					\$ 1,034,710



J-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20, 2016

SUBJECT: Consideration of Approval to distribute a Request for Proposal for Building Official Services, Plan Review, Building Inspections and Related Support Services

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION:

Approve Request to distribute a Request for Proposal for Building Official Services, Plan Review, Building Inspections, and Related Support Services.

SUMMARY:

In May of 2012, a request for proposal (RFP) was circulated to solicit firms to provide Building Inspection Services, Building Plan Review Services, Fire Plan Review Services, and Building Official Services for the Town of Lady Lake. In response the proposals received, NOVA Engineering, Inc. was awarded the contract to provide these services for the Town of Lady Lake and is currently our contracted provider.

Given that four years have elapsed and that the Town of Lady Lake is currently underway with the budget preparations for the next fiscal year, the Growth Management Department in coordination with the Town Manager's Office, believes that it is appropriate to circulate a Request for Proposal for these services once again in an effort to ensure that the Town is paying the going rate for these services; in addition, our current contract will expire with NOVA on October 1, 2016. Upon receipt of these proposals, the Town may elect to utilize another agency for these services, or retain the current provider under a new contract. The RFP as it will be circulated is attached. It is also the intent of the Town to enter into a new contract for the inspection services of Kerry Barnett Fire Safety Consulting, LLC, via utilization of the terms of an existing contract with another Florida municipality.

FISCAL IMPACT: \$ Not to exceed \$300

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other – Request for Proposal

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

DEPARTMENT HEAD

ceall
Paul

Submitted

6/13/16

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date *6/14/16*

TOWN MANAGER

PK

Approved Agenda Item for: *6/20/16*

Date *6/14/16*

6/13/16

COMMISSION ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain Approved with Modification

**TOWN OF LADY LAKE
REQUEST FOR PROPOSALS
RFP NO. 2016-0005**

PROJECT TITLE: Building Official Services, Plan Review, Inspections and Related Support Services

Department: Growth Management Department
Contact Person: Thad Carroll, Growth Management Director
Address: 409 Fennell Blvd., Lady Lake, FL 32159
Telephone: (352) 751-1521
Fax: (352) 751-1514
Submittal Date: July 21, 2016
Submittal Time: No later than 10:00 a.m.

I. GENERAL INFORMATION

The Town of Lady Lake is advertising this Request for Proposals (RFP) for interested parties that are qualified and experienced to provide contracted Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake.

This RFP is for the purpose of selecting a firm(s) to be engaged on a contractual basis for the services stated above for the duration of twenty-four (24) months

II. REQUEST FOR PROPOSALS

Interested parties may secure a copy of the RFP documents from the Town Clerk's office at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, FL 32159, or by calling 352-751-1501, or via e-mail at nslaton@ladylake.org. Copies are also available on DemandStar.

All Proposals must be submitted in a sealed envelope/box and clearly marked in the lower left corner: "**RFP No. 2016-0005: Building Official Services, Plan Review, Inspections and Related Support Services**" and shall be sent to the following address only:

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

All Proposals must be received in the Office of the Town Clerk by **10:00 a.m. (EST) on Thursday, July 21, 2016** at which time they will be opened. Proposals will not be accepted after that date and time under any circumstances. One (1) Original and three (3) copies of the Proposal must be submitted. Proposal openings are open to the public. All Proposers and their representatives are invited to be present. Any responses received by the Purchasing Agent after the due date and time specified in this Request for Proposals will not be considered. Any Proposal or copies that are sent to any other address may be refused. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All Proposals must contain a manual signature of the authorized representative.

The Town of Lady Lake will not be liable for any cost incurred in the preparation of these Proposals. All Proposals received from Proposers in response to this RFP will become property of the Town and will not be returned to the Proposer. In the event of a Contract Award, all documentation produced as part of the Contract shall become the exclusive property of the Town. Responses to this RFP upon receipt by the Town will become a public record subject to the provisions of Chapter 119F.S. Florida Public Records Law.

III. SCOPE OF SERVICES

The following work and services are presented as an indication of the work that will be required under the continuing contract, but may not necessarily be all inclusive of work under this contract:

**BUILDING OFFICIAL, PLAN REVIEW, INSPECTION AND
RELATED SUPPORT SERVICES**

The selected Vendor shall provide a Licensed Building Official and other inspection and plan review staff as required to meet the needs to the Town. All inspectors must possess valid licenses that are in good standing with the Department of Business and Professional Regulation which includes possession of State of Florida Standard Inspection Certificates in all four categories (i.e. Building, Plumbing, Mechanical and Electrical).

All inspection and plan review staff must possess licenses for the trade in which they inspect, in accordance with all applicable laws including but not limited to Florida Statute 468,471, or 481.

The successful Vendor shall provide the following services:

- a) The Vendor must provide inspections services by licensed staff.
- b) The Vendor shall provide all salaries, wages and compensation for their employees.
- c) The Vendor shall provide full field communication equipment for their employees with a minimum of a cellular phone number per inspector. The inspectors must respond to the Town's calls in a timely and professional manner (within a period of 30 minutes).
- d) The Vendor must provide either a vehicle or vehicle compensation for its employees.
- e) The Vendor shall provide a staff of specialists available to assist in building code enforcement.
- f) The Vendor shall provide all monthly and quarterly reports to the Town regarding activities related to permitting
- g) The Vendor shall pay all necessary fees and charges to keep all required licenses and certifications in place for the term of this agreement.
- h) The Vendor shall provide the Town with inspections and services for which no permit fee is required. The services and inspections shall be at the direction of the Town and will be invoiced to the Town. Plan review shall be conducted at Town Hall unless mutually agreed upon in writing by both parties. Plans for one and two family dwellings, modular or mobile homes, metal building auxiliary structures, or small commercial buildings of five thousand (5,000) square feet or less gross floor area shall be reviewed within no more than five (5) working days. Plans for larger residential and commercial buildings shall be reviewed in no more than ten (10) working days including transit time (if applicable).
- i) Professional and personal conduct of contract staff on duty within the Town shall conform to the Town's standards of employee performance and conduct. Any staff

that does not perform in accordance to the Town's standards shall be counseled by the Vendor or removed at the request of the Town.

- j) The Vendor shall provide inspection staff that is fully equipped with all of the tools and equipment, including ladder, required to properly conduct inspection of building construction sites for compliance with the applicable building, electrical, gas, plumbing and mechanical codes.
- k) All records including digital information, video tapes and audio tapes related to the contract services performed for the Town shall be subject to the Florida Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and request of the Town. Records shall be made available to the Town without questions, upon request by the Town, in accordance with the requirements of the law. Citizen request for such records shall be processed through the Town. All records, including all types of electronic records related to the contract and services performed there under shall be the property of the Town at the end of the contract or at the end of the Town's fiscal year or upon demand of the Town, whichever occurs first. The Town shall specify the minimum records at its discretion.
- l) The Vendor shall provide inspections during inclement weather conditions except during a natural disaster or other unsafe conditions when the Town has suspended such services. No contractual services can be suspended without the Town's permission.
- m) Provide decals, ID tags, business cards, up to date code books.
- n) The Vendor shall provide "real time" inspection results in coordination with the Building Division of the Growth Management Department via mobile phone or other device.
- o) The Vendor shall conduct inspections between the hours of 7:30 a.m. and 4:30 pm, Monday through Friday. Deviations from the schedule shall be provided via e-mail to the Growth Management Director by 2 p.m. on the preceding day. Inspections and/or reporting to Town Hall shall begin at 7:30 a.m. each working day.
- p) The Vendor shall invoice the Town on a monthly basis at a set monthly rate as negotiated by contract. Invoices for work performed in the preceding month shall be submitted no later than the 10th day the following month.
- q) All inspections, appointments, and consultations shall be scheduled through the Building Division of the Growth Management Department.
- r) Inspections and reviews may be necessary in the event of a natural disaster outside of normal working hours; the building official shall provide such services as part of the emergency operations center at a rate of 1.5 times the regular hourly rate.
- s) Issue Certificates of Completion and Certificates of Occupancy.

- t) The Vendor shall inform Town Staff of any changes to the Florida Statutes and/or Florida Building Code Amendments that could affect the operations of the department or result in a fiscal impact to the Town.

IV. FEE PROPOSALS

A fee schedule consisting of hourly rates for services provided by the vendor shall be provided with the Proposal. All professional fees and expenses should be included. The Town reserves the right to negotiate fees with the vendor prior to recommendation of award by the Lady Lake Town Commission.

V. PROPOSAL REQUIREMENTS

All proposals submitted should contain the following information:

A. TRANSMITTAL LETTER

A letter of interest and general information about the firm. Provide a summary describing the firm's ability to perform work requested in this solicitation; a history of the firm or the firm's principals background and experience; and the qualifications and experience of the firm's personnel to be assigned to this project. The summary should apprise the Town of the scope of services offered, experience and qualifications of the firm, as well as staff, subcontractors, sub-consultants, and/or suppliers who may be involved in the project.

B. PROFESSIONAL QUALIFICATIONS

Submittal must provide documentation that demonstrates the ability of the firm to provide all of the scope of services listed in this document. A detailed qualifications statement, including short resumes and credentials of proposer and key personnel that may be assigned to the project must be included. Licenses or Certifications or other appropriate credentials that demonstrate knowledge and practical application of the Florida Building Code should be submitted.

C. SIMILAR PROJECTS

List all projects of similar nature within the past five years. A brief description of each project should include the title of project and client, year project completed, the nature of work involved in each project and the amount of time for completion of the project. Describe the firm's qualifications and experience of comparable projects in size and scope. Experience working with Florida local governments and/or other government agencies and non-profits in the past five years should be noted.

D. SUBCONTRACTORS:

Firms that anticipate subcontracting portions of the services must state this fact in their proposal and clearly identify the subcontracting firm(s). Following the award of the contract, no additional subcontracting will be allowed without the prior consent of the Town. Short resumes and credentials of subcontractors that may be

assigned to the project must be included.

E. CONFLICT OF INTEREST:

Disclose any conflict of interest due to any other clients, contracts or property interests for this project only. Include a statement certifying that no member of your firm - ownership management or staff has vested interest in any aspect or department of the Town of Lady Lake.

F. PUBLIC ENTITY CRIMES:

Per Section 287.133(2)(a) of the Florida Statutes, 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building ; 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Any firm submitting a proposal in response to this RFP must indicate it has not been placed on the convicted vendor list following a conviction of public entity crimes.

VI. GENERAL TERMS AND CONDITIONS

EMPLOYEE LIST:

All proposals must include a complete listing of all individuals employed by the firm who will be responsible for performing work under the proposal. The Town shall be authorized to perform a background check of all such employees to determine whether any employees of the firm pose a public safety or security threat or otherwise place the Town at risk, as determined by the Town. Failure to provide an employee list shall disqualify the firm for consideration under the RFP. In the event of Contract Award, the firm will be required during the term of the Contract to update the list and provide the same to the Town immediately upon hiring new employees who will be responsible for performing work under the Contract so that background checks may be performed by the Town. In the event the Town determines that a new employee of the firm poses a public safety or security threat or otherwise places the Town at risk, the firm shall restrict said employee from performing work under the contract.

LIMITATION OF LIABILITY:

In the event of a Contract Award, the firm shall be required to indemnify and hold harm less the Town from and against any and all liability, penalties , fines,

forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including reasonable attorneys' fees actually incurred) directly arising out of or in connection with the firms' performance under the Contract in as far as such liability is caused by the negligence or willful misconduct of the firm and/or its employees.

STANDARD OF CARE:

In the event of a Contract Award, the firm shall warrant that the services performed under the Contract shall be performed in accordance with established industry standards, the terms of the Contract, and all applicable existing federal, state and local laws and regulations.

INSURANCE:

In the event of a Contract Award, the firm shall maintain Worker's Compensation Insurance at statutory limits. The firm shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the Contract for errors and omissions, personal injury, loss of life, and property damage under a policy of liability insurance with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the Town. Within 10 days of being awarded the contract, the firm shall furnish the Town with duly executed certificates showing that such insurance is in full force and effect and providing for 30 days' notice to the Town prior to cancellation or termination of any policy.

AWARD OF CONTRACT:

The Town will award a contract, in its absolute and sole discretion, to the most responsible and responsive proposer whose proposal, in the Town's opinion, will be most advantageous to the Town, price and other factors considered. The Town reserves the right to aid in determining which proposal is responsible, to require a proposer to submit evidence of qualifications as the Town may deem necessary. The Town may consider any evidence available to the Town of the financial, technical, and other qualifications and abilities of a proposer, including past performance with the Town and others. The Town Commission shall be the final authority in the awarding of any and all proposals. As part of the award on any bid, the Town and the successful bidder shall enter into an agreement setting forth with greater specificity the rights and obligations between the parties. Such rights may include the right to terminate the successful bidder's services without cause within 60 days after written notice and to terminate the successful bidder's services with cause immediately.



J-9

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 20, 2016

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

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION: To be determined by Town Commission

SUMMARY:

- 1) My current employment contract for the Town Manager position expires June 21, 2016. If it is the pleasure of the Commission to renew this contract, I would be agreeable to renewing the contract under the existing terms for another two years.
2) According to the Town Manager's contract with the Town of Lady Lake, an annual evaluation must be done by the Town Commission on the Town Manager's performance, and if it is the Commission's desire, a performance merit adjustment can be made to the base salary.

The Town is proposing for the employees this year a 2% COLA and up to a 3% merit increase for a total of 5%

FISCAL IMPACT: To be determined [] Capital Budget [] Operating [] Other

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

[X] Other- Contract, Contract Addendum (6th) and Evaluation Form

[] Support Documents

DEPARTMENT HEAD Submitted Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN MANAGER Approved Agenda Item for: 6/20/16 Date 6/14/16

COMMISSION ACTION:

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

Employment Agreement

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

Recitals

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

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

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

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

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

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

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

Section 2: Term.

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

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

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

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

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

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

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

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

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

Section 6: Performance Evaluation.

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

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

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

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

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

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

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

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

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

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

Section 11: Professional Development

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

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

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

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

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

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

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

Section 15: Amendment to Agreement

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

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

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

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

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

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

Section 18: General Provisions

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

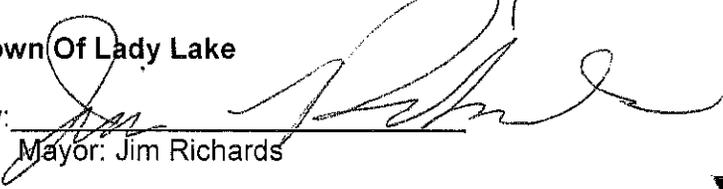
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

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

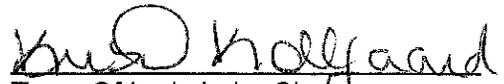
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

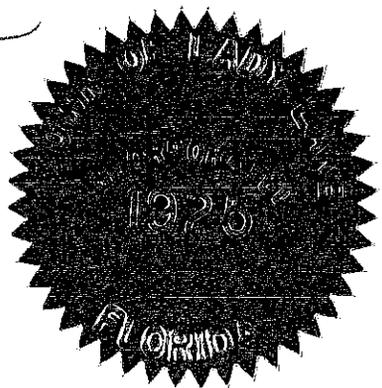
In Witness Whereof, the TOWN OF LADY LAKE has caused this Agreement to be signed and executed in its behalf by its TOWN COMMISSION, and duly approved as to form by the TOWN OF LADY LAKE ATTORNEY, attested by the TOWN OF LADY LAKE CLERK, and the EMPLOYEE has signed and executed this Agreement, the day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

Town Of Lady Lake

By: 
Mayor: Jim Richards

Attest:

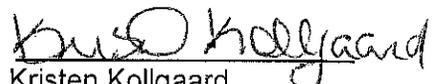

Town Of Lady Lake Clerk



Approved As To Form:


Town Of Lady Lake Attorney

Employee:


Kristen Kollgaard

Addendum to Town Manager Employment Agreement

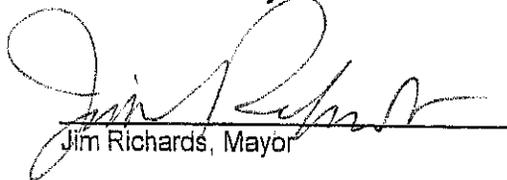
This Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent that the terms of this Addendum conflict with the terms of the Employment Agreement, the terms of this Addendum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

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

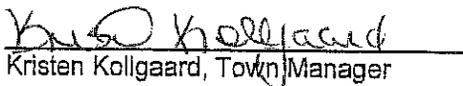
Wherefore, the parties have executed this Addendum:

The Town of Lady Lake

Date: July 6, 2011


Jim Richards, Mayor

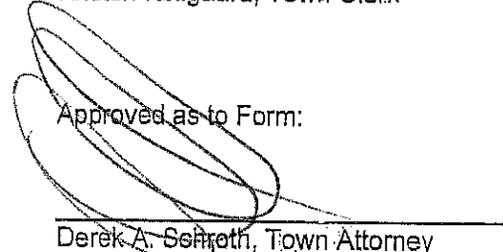
Employee


Kristen Kollgaard, Town Manager

Attest:


Kristen Kollgaard, Town Clerk

Approved as to Form:


Derek A. Schroth, Town Attorney

Second Addendum to Town Manager Employment Agreement

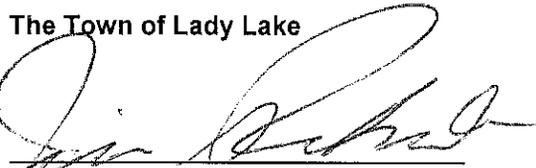
This Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent that the terms of this Addendum conflict with the terms of the Employment Agreement or any Prior Addendum, the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

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

Wherefore, the parties have executed this Second Addendum:

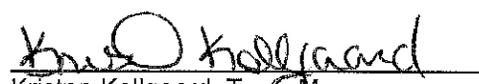
The Town of Lady Lake

Date: June 18, 2012



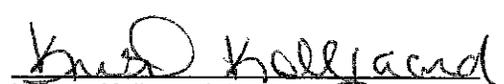
Jim Richards, Mayor

Employee



Kristen Kollgaard, Town Manager

Attest:



Kristen Kollgaard, Town Clerk

Approved as to Form:



Derek A. Schroth, Town Attorney

Third Addendum to Town Manager Employment Agreement

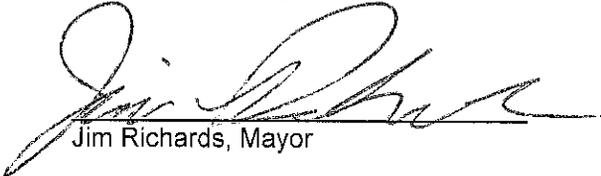
This **Third Addendum** constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent the terms of this Third Addendum conflict with the terms of the Employment Agreement or any other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

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

Wherefore, the parties have executed this Addendum:

The Town of Lady Lake

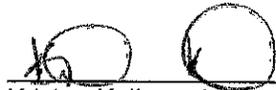
Date: July 16, 2012


Jim Richards, Mayor

Employee


Kristen Kollgaard, Town Manager

Attest:


Kristen Kollgaard, Town Clerk

Approved as to Form:


Derek A. Schroth, Town Attorney

Fourth Addendum to Town Manager Employment Agreement

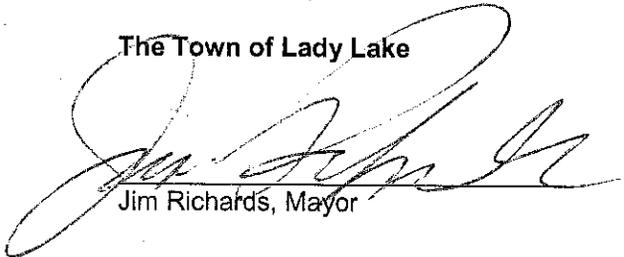
This Fourth Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent the terms of this Fourth Addendum conflict with the terms of the Employment Agreement or any other addenda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

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

Wherefore, the parties have executed this Fourth Addendum:

The Town of Lady Lake

Date: 7/15/2013



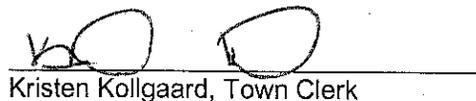
Jim Richards, Mayor

Employee



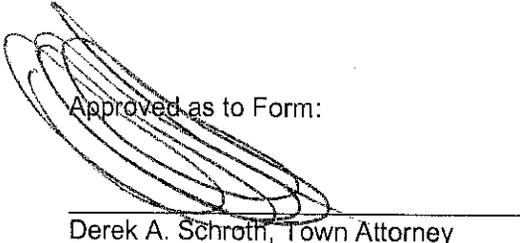
Kristen Kollgaard, Town Manager

Attest:



Kristen Kollgaard, Town Clerk

Approved as to Form:



Derek A. Schroth, Town Attorney

Fifth Addendum to Town Manager Employment Agreement

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

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

Wherefore, the parties have executed this Fifth Addendum:

The Town of Lady Lake

Date: June 16, 2014

Ruth Kussard
Ruth Kussard, Mayor

Employee

Kristen Kollgaard
Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard
Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth
Derek A. Schroth, Town Attorney

Sixth Addendum to Town Manager Employment Agreement

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

The Employment Agreement is extended for another two years and terminates on June 21, 2018

Should Employer authorize Town employees to receive a percentage increase in salary for fiscal year 2015-2016, Employee shall receive the same percentage increase to her salary. For example, Employee's current salary is \$115,980.80. Should Town employees receive a 5% increase in salary (2% Cost of Living Adjustment and 3% Merit Increase) for fiscal year 2015-2016, Employee shall also receive a 5% increase (2% Cost of Living Adjustment and 3% Merit Increase) and be paid \$121,779.84 until the Employment Agreement is terminated or amended by the parties.

Wherefore, the parties have executed this Sixth Addendum:

The Town of Lady Lake

Date: _____

Ruth Kussard, Mayor

Employee

Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth, Town Attorney

Town of Lady Lake Town Manager Evaluation

When completed, please return your to the Town Manager.

Supervision		
<p>Does the Town Manager maintain a standard of respect for department head's ability and encourage their initiative? Does she challenge them to perform at their highest level?</p>	<p>Rating (circle)</p> <p style="text-align: center;">Exceeds Expectations</p> <p style="text-align: center;">Meets Expectations</p> <p style="text-align: center;">Needs Improvement</p>	<p>Comments:</p>

Leadership		
<p>Does the Town manager inspire others to succeed? Does she actively promote efficiency in operations? Does she demonstrate a high regard for personal ethics?</p>	<p>Rating (circle)</p> <p style="text-align: center;">Exceeds Expectations</p> <p style="text-align: center;">Meets Expectations</p> <p style="text-align: center;">Needs Improvement</p>	<p>Comments:</p>

Execution of Policy		
<p>Does she understand the laws and ordinances of the Town and cause them to be fairly enforced?</p>	<p>Rating (circle)</p> <p style="text-align: center;">Exceeds Expectations</p> <p style="text-align: center;">Meets Expectations</p> <p style="text-align: center;">Needs Improvement</p>	<p>Comments:</p>

Community Relations

Does the Town manager work well with citizens and properly handle their complaints?

Rating (circle)

Comments:

Exceeds
Expectations

Meets
Expectations

Needs
Improvement

Administrative Duties

Does the Town manager properly handle her administrative duties?

Rating (circle)

Comments:

Exceeds
Expectations

Meets
Expectations

Needs
Improvement

Economic Development

Does the Town manager work well with developers while protecting the Town's interest? Does she work to increase the Town's tax base through economic development?

Rating (circle)

Comments:

Exceeds
Expectations

Meets
Expectations

Needs
Improvement

Intergovernmental Relations

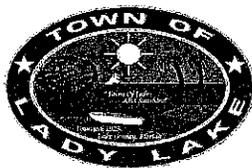
Does the Town manager cooperate cordially with neighboring communities and citizens while looking after the interests of the Town?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:
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Town Council Relations

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

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

REQUESTED COMMISSION MEETING DATE: June 20, 2016

SUBJECT: Consideration of Two Appointments/Reappointments to the Police Pension Board

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Appoint/Reappoint Two Members to the Police Pension Board

SUMMARY: The terms of two current Police Pension Board members expired in April and their terms were extended until after the Police Pension Board meeting on June 8th. Pete Chiasson and John Schmied are current members and would like to be reappointed.

There are also currently two applications on file for this board for consideration. The applicants are Robert Conlin, Sr. and Ronald Francis, III.

FISCAL IMPACT: N/A [] Capital Budget [] Operating [] Other

ATTACHMENTS: [] Ordinance [] Resolution [] Budget Resolution [] Other [X] Support Documents (Applications)

DEPARTMENT HEAD	<i>ht</i>	Submitted	Date
HR		Approved as to form	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN MANAGER	<i>ht</i>	Approved Agenda Item for: <i>6/20/16</i>	Date <i>6/13/16</i>

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

**TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION**

Date: Sept 1 2015

Name: Robert Conlin Sr

Mailing Address: 513 SAN LORENZO CT

Location of residence: Lady Lake, FL

Business Location (if applicable): _____
(Economic Development Advisory Committee only)

Home Phone: 352 259 6677 Work Phone: _____

Cell Phone: _____ E-Mail Address: RCMILNOR513@AOL

Check below the Committees or Boards that you are willing to serve on:

- Citizens Advisory Task Force
- Economic Development Advisory Committee
- Library Board
- Lake County Library Board Representative
- Planning & Zoning Board
- Parks, Recreation & Tree Advisory Board
- Police Pension Board

Occupation: Retired

Training or experience related to activities of boards or committees to which appointment is sought: TREASURY AGT CEO TAX CONSULTING FIRM
PASS PRESIDENT NATL TREAS. UNION - STATE OF N.J. Am. Legion Commander Post 419

Member of the following professional or business organizations: Above

Have you served on a Town board or committee in the past? No

If yes, name of committees/boards and dates: _____

Nationality: (optional) Irish (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. Fred Croft 515 SAN LORENZO Ct L.L.
2. Mike Applebaum 512 " " " "
3. _____

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.

**TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION**

Date: 7-7-15

Name: Ronald Francis III

Mailing Address: 426 Teague Trail Lady Lake, FL 32159

Location of residence: 2162 Rockmart Loop Tavares, FL 32778

Business Location (if applicable): 426 Teague Trail Lady Lake, FL 32159
(Economic Development Advisory Committee only)

Home Phone: _____ Work Phone: 352-750-6285

Cell Phone: 352-804-5841 E-Mail Address: ron.francis@edwardjones.com

Check below the Committees or Boards that you are willing to serve on:

- Citizens Advisory Task Force
- Economic Development Advisory Committee
- Library Board
- Lake County Library Board Representative
- Planning & Zoning Board
- Parks, Recreation & Tree Advisory Board
- Police Pension Board

Occupation: Financial Advisor - Edward Jones

Training or experience related to activities of boards or committees to which appointment is sought: As a local business owner, I strive to grow my business in the Town of Lady Lake.

Member of the following professional or business organizations: _____

Have you served on a Town board or committee in the past? No

If yes, name of committees/boards and dates: _____

Nationality: (optional) American - caucasian (This information is for use in the Annual Florida Department of State Report only.)

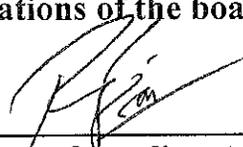
Have you ever been convicted of a felony? (optional) No

Please list three references that the Town may contact (excluding Town employees) – name, address and phone number:

1. Phil Mathias 1404 Meadowview Way Lady Lake, FL 32159 352-636-2358
2. Linda Reese 426 Teague Trail Lady Lake FL 32159 352-750-6285
3. Andrew Labrasca 2228 Drawbridge Dr Leesburg FL 34788 402-973-4573

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

TOWN OF LADY LAKE BOARDS/COMMITTEES APPLICATION

Date: 1-30-2014

Name: JOHN D. SCHMIED

Mailing Address: 910 PASADENA WAY LADY LAKE FL. 32159

Location of residence: THE VILLAGES CLAREYNALDA

Business Location (if applicable): N/A
(Economic Development Advisory Committee only)

Home Phone: 352-633-0541 Work Phone: N/A

Cell Phone: 314-520-5522 E-Mail Address: johndschmied@yahoo.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: RETIRED CARPENTER

Training or experience related to activities of boards or committees to which appointment is sought: SERVED AS A TRUSTEE ON THE ST. LOUIS CARPENTERS' DISTRICT COUNCIL PENSION FUND

Member of the following professional or business organizations: RETIRED MEMBER OF THE ST. LOUIS CARPENTERS' DISTRICT COUNCIL

Have you served on a Town board or committee in the past? NO

If yes – name of committees/boards and dates _____

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. JIM SNOW 414 LOMA PASSEO DR., LADY LAKE, FL 32159 352-751-2732
2. RANDY BASS 908 PASADENA WAY LADY LAKE, FL 32159 352-225-8264
3. JIM HOLLOWAY 408 LOMA PASSEO DR. LADY LAKE, FL 32159 352-751-1655

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

John D. Schmied
910 Pasadena Way
The Villages, FL 32159-0097
Cell – 314-520-5522
Home - 352-633-0541
e-mail- johndschmied@yahoo.com

January 30, 2014

Town of Lady Lake
Town Clerk's Office
3409 Fennel Blvd.
Lady Lake, FL 32159

Additional information to accompany Boards/Committee Application.

I served as a trustee for the St. Louis Carpenters' District Council Pension Fund, which is a Joint Labor/Management fund. This is a defined benefit plan managed by labor and management representatives. During that time, I worked with other management and labor Trustees and fiduciary consultants, who guided us, to make decisions to improve benefits while attempting to maintain the lowest cost possible for the contributing employers. During my tenure as a Trustee, I was involved with the merger of several funds to form one fund which was simpler and more cost effective to manage. I feel confident that my experience may allow me to have something to offer for the Police Pension Board.

I am currently the secretary of the 121 Avn Association, Inc.. This is an organization of Vietnam Army Aviation Veterans who served with the 121st Aviation Company (which includes predecessor company designations and its attached support units), in Da Nang and Soc Trang, Republic of South Vietnam during the period of 1962 through 1970. This is a Florida Corporation (not-for-profit) and designated as a (IRS code 501(c)19) War Veteran's organization. As secretary, my responsibilities include scheduling of all meetings, keeping minutes of said meetings, maintaining corporate compliance with the State, plus several other minor duties.

Julia Wolfe

From: Christopher Ayres <chr.ayres@gmail.com>
Sent: Wednesday, March 25, 2015 11:55 AM
To: Nancy Slaton; Julia Wolfe
Subject: Fwd: New Board/Committee Application

From: LadyLake.org <ladylake@host103.hostmonster.com>
Date: Sat, Mar 21, 2015 at 3:00 PM
Subject: New Board/Committee Application
To: pachiasson@aol.com

Name: Peter Chiasson

Application Date: March 21, 2015

Address: 136 Palermo Place

Location of residence: Lady Lake

Business Location:

Home Phone: [352-430-2662](tel:352-430-2662)

Work Phone:

Cell Phone: [352-255-2760](tel:352-255-2760)

Email: pachiasson@aol.com

Boards to serve on: Police Pension Board

Occupation: Retired...but work part time on one of The Villages golf courses

Training or experience related to board sought: Degreed Mechanical Engineer, MBA, Chairman of the Board, CEO, President, Vice President and Owner of various companies. Taught management, marketing, economics and MBA courses at both the graduate and undergraduate levels. Have served on several boards of both public and private companies. Worked to develop a new master plan for a small town in NH. Served on Zoning Board for both New Durham NH and Lady Lake FL.

Member of professional/business organizations: Retired now but previously was a member of many business organizations.

Served in past?: Yes

If yes, which one?: Lady Lake Zoning Board (2007-2008), New Durham (NH) Zoning Board (1990-1993)

Nationality: American (French-Italian)

Convicted of felony?: No

Reference 1: Frank Scordino, Lady Lake, [352-750-6375](tel:352-750-6375)

Reference 2: Jack Powers, Lady Lake, [352-751-1638](tel:352-751-1638)

Reference 3: Jimmy Cesaroni, Lady Lake, [352-259-4768](tel:352-259-4768)

Additional comments: Preference for either the Police Pension Board or the Economic Development Committee but will serve on the Zoning Board if the town feels this will be more helpful.

From: LadyLake.org

Cc: pachiasson@aol.com