



SPECIAL MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: Wednesday, September 7, 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. **INVOCATION¹:** Father Ed Waters – St. Timothy’s Catholic Church
- D. **PLEDGE OF ALLEGIANCE**
- E. **ROLL CALL**
- F. **PUBLIC COMMENTS²**
- G. **PUBLIC HEARING:**
1. Resolution No. 2016-109 – First/Final Reading – Adoption of Tentative Millage Rate for FY 2016-2017 (Pam Winegardner) (Pg. 4)
 2. Ordinance No. 2016-28 – First Reading – Adoption of Operating Budget for FY 2016-2017 (Pam Winegardner) (Pg. 8)
- H. **CONSENT³:**
3. Minutes – August 15, 2016 – Regular Commission Meeting (Pg. 12)
 4. Consideration of Approval to Renew the Memorandum of Agreement (MOA) with the Haven of Lake & Sumter Counties, Inc. (Chris McKinstry) (Pg. 23)

5. Consideration of Approval of the FY 2016-17 Public Risk Management Renewal (Tia O'Neal) (Pg. 25)
6. Consideration of a Request by the Lady Lake Historical Society (Chris McKinstry) (Pg. 27)

I. OLD BUSINESS:

J. NEW BUSINESS:

7. Recommendation to Award the Service Contract for Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake (RFP No. 2016-0005) to M.T. Causley, Inc. (Wendy Then/Kris Kollgaard) (Pg. 34)
8. Consideration to Approve the Contract with Kerry Barnett Fire Safety Consulting, LLC for the Provision of Fire Inspection Services and Fire Plan Review Services via "Piggyback" of Existing Contract with Avon Park, FL (Wendy Then/Kris Kollgaard) (Pg. 47)

K. TOWN ATTORNEY'S REPORT:

9. Resolution No. 2016-108 – First/Final Reading – Supporting the Postponement on Bear Hunting Imposed by the Florida Fish and Wildlife Conservation Commission (Kris Kollgaard) (Pg. 69)

L. TOWN MANAGER'S REPORT:

10. Consideration of Switching from Vacation and Sick Time to Paid Time Off (PTO) (Kris Kollgaard) (Pg. 70)

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.

NS/Word/Town Clerk/Agendas - Commission Meeting – 09-07-2016

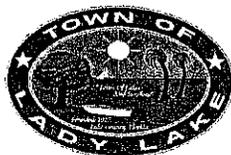
¹Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission,

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

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Adoption of the tentative millage rate for FY2017 by Resolution No. 2016-109

DEPARTMENT: Finance

STAFF RECOMMENDED MOTION: Adopt Resolution No. 2016-109, which sets the FY17 tentative property tax millage rate of 3.3962 mills per \$1,000 taxable valuation which is equal to the current year's rolled back rate.

SUMMARY: Per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the tentative millage rate and proposed budget. At this hearing, the Town Commission will discuss the tentative millage rate, and if changed, re-compute its tentative millage rate and publicly announce the percent, if any, by which the re-computed tentative millage is greater than or less than the rolled-back rate and approve the resolution.

As a reminder, the Town Commission can increase the millage rate at this meeting but at the second public hearing on September 21st, you will not be able to increase it from what was approved at this meeting. This tentative rate plus any other rate below this rate requires an affirmation vote of three (3) members of the Town commission.

This hearing was advertised via the TRIM Notice mailed out by the Property Appraiser.

FISCAL IMPACT: -\$142,429

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other- FY2017 Millage Rate Analysis

Support Documents

DEPARTMENT HEAD Submitted *psw* Date 8/24/16

HR Approved as to Form Date

FINANCE DEPARTMENT Approved as to Budget Requirements *psw* Date 8/24/16

TOWN MANAGER *(initials)* Approved Agenda Item for: 9/2/16 Date 8/30/16

COMMISSION ACTION:

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

RESOLUTION NO. 2016-109

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR FISCAL YEAR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lady Lake, Florida, has determined the amount of revenue required to meet the Town's operating objectives for fiscal year 2016/2017; and

WHEREAS, a portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the Lake County Property Appraiser to the Town of Lady Lake as \$950,188,323.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA:

Section 1. The Fiscal Year 2016/2017 tentative operating millage rate for the Town of Lady Lake is 3.3962 mills which is equal to the current year's rolled-back rate.

Section 2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 7th day of September, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

ATTESTED:

Kristen Kollgaard, Town Clerk

Derek Schroth, Town Attorney
Reviewed as to Form

TOWN OF LADY LAKE
MILLAGE RATE ANALYSIS
FISCAL YEAR 2016-2017

TAXABLE VALUE THIS YEAR (DR-420)	\$ 968,507,235
TAXABLE VALUE LAST YEAR (DR-422)	\$ 908,771,115
Total increase in net taxable value this year resulting in a 6.57% increase which includes new construction, etc., of \$18,318,912 (2.02%) and increased values of \$41,417,208 (4.56%).	\$ 59,736,120

	MILLAGE RATE	AD VALOREM TAXES
Current year rolled back rate (amount needed to generate the same revenues as last year based on this year's taxable value less new construction).	3.3962	\$3,289,244 x 95% 3,124,782
Last year's millage rate which is 4.56% or .1548 mills higher than the current year's rolled back rate.	3.5510	\$3,439,169 x 95% \$3,267,211
Majority vote maximum rate which is a 9.40% or .3192 mill increase over the current year's rolled back rate and a 4.63% increase over last year's final rate.	3.7154	\$3,598,392 x 95% \$3,418,472
Any of the above rates would require at least three (3) affirmative votes.		
Two-thirds vote maximum rate requiring four (4) affirmative votes of the Town Commission which is a 20.27% or .6907 mill increase over the current year's rolled back rate.	4.0869	\$3,958,192 x 95% \$3,760,283

(Required votes are based on the total membership of the Town Commission, rather than the membership present at the meeting.)

Calculation of various millage levies for voting requirements. The current year's rolled back rate is 3.396. Since the Town did not approve the majority vote maximum millage rate of 3.744 last year, we can then adjust this year's rolled back rate based on the prior year's majority vote maximum millage rate. So we take the prior year's maximum ad valorem proceeds requiring a majority vote and divide the current year's taxable value (less new construction, etc.) times 1000 ($(\$3,402,712 / \$950,188,323) \times 1000$) which results in an adjusted current year rolled-back rate of 3.581. Using the adjusted current year's roll back rate, we make the adjustment for growth in per capita Florida personal income of 1.0375% (3.581×1.0375) to get the majority vote maximum millage rate of 3.715 mills. To calculate the two-thirds vote maximum millage rate allowed, we have to take the majority vote maximum millage rate of 3.7154 and increase it by 10% (3.715×1.10) to get the two-thirds vote (4 of the 5) maximum rate of 4.087 mills. Any rate higher than 4.087 mills would require a unanimous vote of all five (5) Town Commissioners.

The property tax is based on the value of real and personal property. Each year, the Property Appraiser determines the total value of each parcel of property. The value of residential property represents only the value of the real estate, which includes buildings and improvements; while commercial property includes these values in addition to all relevant personal property. This value is called "assessed value". After subtracting all lawful exemptions (i.e., homestead exemption: \$25,000; amendment one exemption up to \$25,000; TPP exemption up to \$25,000; senior exemption: \$25,000; portability exemption; widow: \$500; widower: \$500; veterans' disability: \$5,000 and others), the remaining value is called "taxable value". It is this figure on which ad valorem property taxes are calculated. The property tax is calculated by multiplying the taxable value of the property by .001, and then multiplying this number by the rate of taxation, which is referred to as "mills" or "millage rate". One mill is equivalent to \$1 per \$1,000 of taxable value. For example, if you own your own home, and the property appraiser has set the assessed value at \$75,000, the taxable value would be \$25,000 after subtracting your \$25,000 homestead exemption and amendment one exemption of \$25,000. With a Town millage rate of 3.5510 mills, you would owe \$88.77 in Lady Lake property taxes ($\$25,000 * .001 = \25 , and $\$25 * 3.5510 \text{ mills} = \88.77). This calculation is only valid for the Town's share of the total millage rate of all the taxing authorities.



G-2

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: First Reading for Adoption of FY2017 Budget Ordinance No. 2016-28

DEPARTMENT: Finance

STAFF RECOMMENDED MOTION: Adopt the FY2017 Budget Ordinance No. 2016-28 which sets the estimated revenues and expenditures/expenses for the General Fund, the Special Revenue Fund and the Utilities Fund.

SUMMARY: Per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the proposed FY2017 operating budgets. At this hearing, the Town Commission will amend and adopt the budget ordinance after adoption of the final millage rate. This hearing was advertised via the TRIM notice mailed out by the Property Appraiser.

FISCAL IMPACT: \$15,736,745 [X] Capital Budget [X] Operating [X] Other

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

[X] Other FY2017 Budget Summary

[] Support Documents

DEPARTMENT HEAD Submitted psur Date 8-24-16

HR Approved as to Form Date

FINANCE DEPARTMENT Approved as to Budget Requirements psur Date 8-24-16

TOWN MANAGER (signature) Approved Agenda Item for: 9-7-16 Date 8/30/16

COMMISSION ACTION:

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

[] Continued to Date Certain [] Approved with Modification

ORDINANCE NO. 2016-28

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 FOR THE TOWN OF LADY LAKE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$15,736,745; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Manager of the Town of Lady Lake has prepared the annual report and budget for the Town of Lady Lake for fiscal year 2017 and has submitted same to the Town Commission; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the Town Commission has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been duly advertised in a newspaper of general circulation in the Town with notice to all citizens that the budget is available for public inspection in the office of the Town Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the Town Commission at 6:00 p.m. on September 21, 2016, in the Town Commission Chambers at 409 Fennell Blvd., Lady Lake, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA:

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
001	General Fund	\$ 10,740,320
101	Special Revenue Fund (Infrastructure Sales Tax)	1,200,500
401	Utilities Fund	<u>3,795,925</u>
		\$ 15,736,745

Section 2. The 2017 fiscal year budget for the Town of Lady Lake, as submitted by the Town Manager and as amended by the Town Commission to fund the amounts necessary for the successful operation of the Town departments, is hereby adopted.

Section 3. The budget adopted in the preceding section shall govern the expenditures of the Town during the ensuing fiscal year effective October 1, 2016 through September 30, 2017.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the Town Commission and the Town Manager as deemed necessary in strict compliance with the procedures specific in Article 7, Charter of the Town of Lady Lake, Florida.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon final passage by the Town Commission.

PASSED AND ADOPTED at a public hearing on second and final reading on the **21st** day of **September, 2016.**

TOWN OF LADY LAKE

Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek Schroth, Town Attorney

TOWN OF LADY LAKE
FISCAL YEAR 2017 BUDGET

The proposed budget was prepared using a millage rate of
3.3962

SUMMARY OF FUNDS TO BE REVIEWED
REVENUES AND EXPENDITURES/EXPENSES

	<u>Revenues</u>	<u>Expenditures/Expenses</u>
The General Fund	\$10,740,320	\$10,740,320
The Special Revenue Fund	\$ 1,200,500	\$ 1,200,500
The Utilities Fund	\$ 3,795,925	\$ 3,795,925
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Total - All Funds	\$15,736,745	\$15,736,745

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

H-3

August 15, 2016

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

A. CALL TO ORDER: Mayor Ruth Kussard

B. 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. INVOCATION: Reverend Daniel Burgess – Lady Lake Wesleyan Church

D. PLEDGE OF ALLEGIANCE – Led by Lowell Barker

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

ABSENT: Dan Vincent, Commissioner Ward 3

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C. T. Eagle, Public Works Director; Chief Chris McKinstry, Police Department; Marsha Brinson, Director of Library Services; Tia O’Neal, Human Resource Director; Pam Winegardner, Finance Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC COMMENTS: Mayor Kussard asked if there were any comments at this time.

- Larry Edwards of 171 Palermo Ct. publically expressed his appreciation for the Mayor and the Town Manager taking the time to discuss the potential solution to the driving congestion that exists on Rolling Acres Road twice a day near the Villages Elementary School of Lady Lake. He stated they discussed the potential of an access road to the rear of the school that would take some of the strain of traffic off of Rolling Acres Road, and could eliminate some of the need for a police officer to monitor the traffic, which is expensive. Mr. Edwards stated much planning will need to take place to study the feasibility of this proposal, and he urged that this be put on a future agenda for consideration.

Commissioner Hannan commented that he discussed something of this nature with the Town Manager a year or so ago, and found it was not an option at that time.

1 Town Manager Kris Kollgaard replied that she and Mr. Edwards drove out and looked at some other
2 possibilities that were different from earlier discussions. She stated she will meet with the Growth
3 Management Director, the Public Works Director, and the Police Chief to discuss the pros and cons,
4 and if it looks feasible, a Commission Workshop meeting will be held and the School Board will
5 need to be contacted.

6
7 - Mr. Edwards stated he would make himself available if needed for these meetings.

8
9 Commissioner Hannan asked if part of the parcel near the school belongs to Benchmark.

10
11 Ms. Kollgaard replied that there is some open land near the school and research will need to be done
12 to find who owns the property, although the shopping center belongs to Benchmark.

13
14 **G. CONSENT:**

15
16 1. **Minutes – July 12, 2016 – Commission Budget Workshop**
17 **– August 1, 2016 – Commission Meeting**

18
19 2. **Consideration of Budget Amendment to Increase Solid Waste Revenue and**
20 **Corresponding Expenses Line Items (Pam Winegardner)**

21
22 The background summary for this agenda item is on file in the Clerk's Office. It states that
23 Amendment BT16-004 increases the Solid Waste Fund by \$127,522.53 due to the original budget
24 being an estimated amount with the actual Solid Waste Collections being higher due to adding The
25 Villages section of Lady Lake to the Town's Solid Waste contract.

26
27 3. **Consideration of an Application for the Edward Byrne Memorial Justice Assistance**
28 **Grant (JAG) Program (Chris McKinstry)**

29
30 The background summary for this agenda item is on file in the Clerk's Office. It states that law
31 enforcement agencies are continually seeking tools to enhance the investigative process. In order to
32 provide a more efficient method of producing superior quality digital video and audio records, staff is
33 requesting approval to accept the 2016 Edward Byrne Memorial Justice Assistance Grant, if awarded.
34 These funds would be utilized to purchase an enhanced video and audio recording system for the
35 Police Department's interview room. This system produces a higher quality video and audio than
36 what is currently in existence. It will also enable a more streamlined method to capture, catalog,
37 inventory, store and copy video and audio evidence. It is expected that the Town of Lady Lake's
38 share of this grant opportunity will be approximately \$5,158.00. The remaining balance of \$619.00
39 will be covered by budgeted funds in PD General Operating.

40
41 4. **Consideration of Holiday Schedules for FY 2016-2017 (Tia O'Neal)**

42
43 The background summary for this agenda item is on file in the Clerk's Office. It states that the FY
44 2016-2017 holiday schedules (on file) reflect holidays based on the eight and ten-hour work days,
45 and holiday pay is included in the budget.

46
47 Mayor Kussard asked if there were any questions or comments on the Consent items, and hearing
48 none, asked for a motion.

49
50 *Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the*
51 *Commission approved Consent Items #G-1 through #G-4 by a vote of 4 to 0.*

1
2 **H. OLD BUSINESS:** No old business.

3
4 **I. NEW BUSINESS:**

5
6 **5. Consideration of Proposals from Aztek Systems for Installation/Upgrade of Security**
7 **Camera Systems for all Town Facilities (C.T. Eagle/Chris McKinstry)**
8

9 Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the
10 Clerk's office). He stated that in an effort to deter and/or document any potential illegal activities
11 taking place at any of the Town-owned facilities, staff has requested the Town's current security
12 monitoring and maintenance contractor to put together a comprehensive proposal for installation of
13 security cameras. Itemized proposals for each of the Town's facilities were included in the packet.
14 Each facility was assessed for their specific needs. Funding is proposed utilizing surplus budget
15 funds. Mr. Eagle clarified that there were two proposals in the packet labeled as Community
16 Building, and one should have been marked as the Parks and Recreation building.

17
18 Commissioner Richards stated his concern that perhaps this proposal should be bid out due to the cost
19 involved. He also mentioned that impact fees could be used for the Parks and Recreation facilities,
20 and enterprise system funds for the wells.

21
22 Mr. Eagle stated that this proposal was a unit priced proposal and each unit did not exceed the \$5,000
23 threshold for procurement. He stated staff is pleased with the work that Aztek Systems has provided
24 this past year. He also stated this is a scaled project and agreed that other funds could be utilized for
25 the parks and wells. Mr. Eagle stated that since each project is priced as a separate unit, one can be
26 removed if the Commission chooses to, and it may be more difficult to get other proposals for
27 separate units rather than as a whole.

28
29 Ms. Kollgaard stated that the Town chose Aztek Systems last year after getting several proposals for
30 the alarm systems, and one of the key reasons for choosing them over Simplex-Grinnell and others,
31 other than lower costs, was that they were not proprietary. Simplex-Grinnell would only use their
32 equipment and only they could service it, and their prices kept increasing. She stated Aztek will
33 install the equipment under this proposal but it will belong to the Town.

34
35 Commissioner Richards stated he would prefer there be other proposals.

36
37 Ms. Kollgaard commented that staff would not be able to put this out to bid and have it awarded prior
38 to October 1st.

39
40 Commissioner Hannan asked if there are any failures of equipment at this point.

41
42 Police Chief Chris McKinstry replied that some cameras are beginning to fail, although there is not
43 complete coverage at this time. Cameras in the stairwells and the front steps of the library are
44 proposed to protect the Town in the event of a slip and fall or other injury.

45
46 Commissioner Richards asked about the additional expenses not included in the current proposal.

47
48 Mr. Eagle replied that the only expenses not included in the current proposal would be wiring
49 required by an electrician. He stated that in many instances, facilities maintenance staff could assist
50 with installation including areas such as Heritage Park.
51

1 Commissioner Holden stated that he is in favor of this project for security purposes and since the
2 funds are available.

3
4 Ms. Kollgaard suggested that staff has time to request three different quotes to ensure the Town is
5 getting the best price available rather than going through the formal bid process.

6
7 Mayor Kussard confirmed that there would be time to do this and have the project completed prior to
8 October 1st.

9
10 *It was the consensus of the Commission to table this item until three quotes can be obtained for the*
11 *Commission's consideration at the next meeting.*

12
13 **J. TOWN ATTORNEY'S REPORT:**

14
15 **6. Ordinance No. 2016-21 – Second/Final Reading – Annexation – The Villages of Lake-**
16 **Sumter, Inc. – Annexation of Property Being 0.31 +/- Acres of Land, referenced by Alternate**
17 **Keys 1482437 & 2582774; Two Lots Located Within Orange Blossom Gardens Unit 1, Within**
18 **Lake County, Florida (Thad Carroll)**

19
20 Town Attorney Derek Schroth 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 that the applicant, Martin L. Dzuro, on behalf of The Villages of
24 Lake-Sumter, Inc., has filed applications to annex properties consisting of two lots located on Aloha
25 Way within the Orange Blossom Gardens Subdivision Unit 1. The annexation application involves
26 0.31 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

27
28 The two lots include the following addresses:

- 29
30
 - 1034 Aloha Way
 - 1043 Aloha Way

31
32
33 Mr. Carroll stated that staff recommends approval of this ordinance. Maps and aerial views of the
34 two properties were shown, as were photos of the postings.

35
36 The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida.
37 Appropriate legal descriptions, a location map, and a sketch of each property has been included with
38 the submitted application. All lots will be served by the Village Center Community Development
39 District Central Water and Sewer System, as well as the District's Fire Department.

40
41 In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary
42 Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake,
43 Florida, the Town may annex property into the Town which are non-contiguous to the existing
44 municipal boundary. The proposed properties under this application exist as non-contiguous lots.

45
46 The annexation application was received on Tuesday, June 14, 2016, and has been reviewed and
47 determined to be complete, satisfying the necessary criteria as required for annexation under statutory
48 requirements. The application was found to meet the requirements of the Land Development
49 Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the
50 Town Commission.

1 Mr. Carroll reported that notices to inform the surrounding property owners (33) within 150’ of the
2 properties proposed by annexation request were mailed on June 22, 2016, and the properties were
3 posted on June 27, 2016. No objections or letters of support have been received to date.
4

5 Mr. Carroll stated that the Technical Review Committee (TRC) members individually reviewed
6 application for Ordinance No. 2016-21, and determined the application to be complete and ready for
7 transmittal to the Planning and Zoning Board. At the July 11, 2016 meeting, the Planning and
8 Zoning Board recommended approval of Ordinance No. 2016-21 by a vote of 4-0. At the August 1,
9 2016 meeting, the Town Commission voted 4-0 for approval of Ordinance No. 2016-21 upon first
10 reading.
11

12 Mr. Carroll stated that Mr. Moyer is present from The Villages if there are any questions.

13
14 Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a
15 motion.
16

17 *Upon a motion by Commissioner Hannan and seconded by Commissioner Holden, the*
18 *Commission approved the second/final reading of Ordinance No. 2016-21, by the following roll*
19 *call vote:*

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

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23
24
25 Mayor Kussard took a moment to recognize Lake County Commissioner Tim Sullivan who was
26 present in the audience.
27

28 **7. Ordinance No. 2016-22 – Second/Final Reading – Small Scale Future Land Use**
29 **Comprehensive Plan Amendment – The Villages of Lake-Sumter, Inc. – from Lake County**
30 **Medium Urban Density to Lady Lake Manufactured Home High Density for Property Being**
31 **0.31 +/- Acres of Land, referenced by Alternate Keys 1482437 & 2582774; Two Lots Located**
32 **Within Orange Blossom Gardens Unit 1, Within Lake County, Florida (Thad Carroll)**
33

34 Town Attorney Derek Schroth read the ordinance by title only.
35

36 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
37 file in the Clerk’s office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages of
38 Lake-Sumter, Inc., has filed applications for two lots located on Aloha Way within the Orange
39 Blossom Gardens Subdivision Unit 1, from Lake County Medium Urban Density to Lady Lake
40 Manufactured Home High Density. The application involves 0.31 +/- acres of property from
41 unincorporated Lake County into the Town of Lady Lake. The proposed properties are as follows:
42

- 43 • 1034 Aloha Way
- 44 • 1043 Aloha Way

45
46 Mr. Carroll stated that staff recommends approval of this ordinance. A map and future land use map
47 were shown.
48

49 The Small Scale Future Land Use Map Amendment application was received on Tuesday, June 14,
50 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as

1 required to meet the requirements of the Land Development Regulations (LDRs) as well as the
 2 adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

3
 4 Concurrency Determination Statement - The Villages has removed existing manufactured homes on
 5 two lots in a historic section of The Villages known as Orange Blossom Gardens to construct a
 6 similar size conventional built home on each lot. There will be no increase in utility services, traffic,
 7 population, or recreation use.

8
 9 Mr. Carroll stated there is no impact on Town services, as follows:

10
 11 Potable Water - No impact, lots are served by the Village Center Community Development District
 12 Central Water System.

13
 14 Sewer - No impact, lots are served by the Village Center Community Development District Central
 15 Sewer System.

16
 17 Schools - Not factored for project – no foreseen impact of students as the project is located within an
 18 active adult retirement community.

19
 20 Transportation - No impact, the existing home will be replaced with a new home. There will be no
 21 change in average daily trip generation.

22
 23 Parks & Recreation - The small scale future land use amendment will not cause P&R Level of
 24 Service to be exceeded since the project is for the replacement of existing homes. Additionally, the
 25 Villages provides its residents with all Park and Recreation Amenities.

26
 27 Stormwater - Project will be required to adhere to SJRWMD guidelines and Town of Lady Lake
 28 Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

29
 30 The applications have been reviewed and determined to be complete. The applicant has submitted all
 31 appropriate material in compliance with the Land Development Regulations (LDRs) and the
 32 application is ready for transmittal to the Town Commission. Additionally, the applications were
 33 reviewed and determined to be in compliance with the directives of the adopted Comprehensive Plan
 34 in accordance with the sought designation. A Concurrency Determination Statement has also been
 35 included as part of the Small Scale Comprehensive Plan Amendment Application, which the
 36 applicant submitted to explain expected impacts on Town Services.

37
 38 The subject properties involve approximately 0.31 ± acres lie in Section 06, Township 18 South,
 39 Range 24 East, in Lake County, Florida. The Future Land Use of the adjacent properties is as
 40 follows:

41 **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/ Lady Lake Manufactured Home High Density
South	Lake County Medium Urban Density

42
 43 Comments:

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

Mr. Carroll reported the application was received on June 14, 2016. Notices to inform the surrounding property owners (33) within 150’ of the property of the proposed amendment were mailed on June 22, 2016, and the properties were posted on June 27, 2016. No objections or letters of support have been received to date.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed the application for Ordinance No. 2016-22, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the July 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-22 by a vote of 4-0. The Local Planning Agency considered Ordinance No. 2016-22 at their meeting on August 1, 2016 and voted 4-0 for approval. The Town Commission voted 4-0 for approval of Ordinance No. 2016-22 upon first reading at their meeting on Monday, August 1, 2016.

Mr. Carroll stated he would address any questions.

Commissioner Hannan asked about Mr. Carroll’s statement regarding the structures being replaced with comparable structures.

Mr. Carroll clarified that the structures will be replaced with single family residences.

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

Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved the second/final reading of Ordinance No. 2016-22, by the following roll call vote:

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

8. Ordinance No. 2016-23 – Second/Final Reading – Rezoning – The Villages of Lake-Sumter, Inc. – from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8), for Property Being 0.31 +/- Acres of Land, referenced by Alternate Keys 1482437 & 2582774; Two Lots Located Within Orange Blossom Gardens Unit 1, Within Lake County, Florida (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

1 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
 2 file in the Clerk’s office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages of
 3 Lake-Sumter, Inc., has filed applications to rezone two lots on Aloha Way within the Orange
 4 Blossom Gardens Subdivision Unit 1. The application involves rezoning 0.31 +/- acres of property
 5 from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density
 6 (MX-8). The MX-8 designation is consistent with the other lots in The Villages which are presently
 7 in the Town of Lady Lake’s jurisdiction. The proposed properties are as follows:

- 8
- 9 • 1034 Aloha Way
- 10 • 1043 Aloha Way
- 11

12 Mr. Carroll stated that staff recommends approval. A map showing the properties and a zoning map
 13 were shown.

14
 15 The Rezoning application was received on Tuesday, June 14, 2016, and has been reviewed and
 16 determined to be complete, satisfying the necessary criteria as required to meet the requirements of
 17 the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready
 18 for transmittal to the Town Commission.

19
 20 Mr. Carroll reported that notices to inform the surrounding property owners (33) within 150’ of the
 21 property of the proposed rezoning were mailed on June 22, 2016, and the properties were posted on
 22 June 27, 2016. No objections or letters of support have been received.

23
 24 The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida.
 25 Appropriate legal descriptions and survey information have been included with the submitted
 26 application. The zoning designation of the subject properties and adjacent properties are as follows:

27 **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) Lady Lake Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM)

29
 30 Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed the
 31 application for Ordinance No. 2016-23, and determined the application to be complete and ready for
 32 transmittal to the Planning and Zoning Board. At the July 11, 2016 meeting, the Planning and
 33 Zoning Board recommended approval of Ordinance No. 2016-23 by a vote of 4-0. At the August 1,
 34 2016 meeting, the Town Commission voted 4-0 for approval of Ordinance No. 2016-23 upon first
 35 reading.

36
 37 Mr. Carroll stated he would address any questions.

38
 39 Mayor Kussard asked if anyone had any questions or comments, and hearing none, asked for a
 40 motion.

1 *Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the*
2 *Commission approved the second/final reading of Ordinance No. 2016-23, by the following roll*
3 *call vote:*

4	<i>HOLDEN</i>	<i>YES</i>
5	<i>HANNAN</i>	<i>YES</i>
6	<i>RICHARDS</i>	<i>YES</i>
7	<i>KUSSARD</i>	<i>YES</i>

8
9 **9. Ordinance No. 2016-24 – Second/Final Reading - An Ordinance of the Town of Lady**
10 **Lake, Lake County, Florida; Amending The Town of Lady Lake Land Development**
11 **Regulations (Ordinance No. 2014-04); Chapter 1, Article III, Section 1-83; Entitled “Code**
12 **Enforcement Special Magistrate”; Providing for A Procedure for Stipulation Agreements**
13 **(Thad Carroll)**

14
15 Town Attorney Derek Schroth read the ordinance by title only.

16
17 Growth Management Director Thad Carroll gave the background summary for this agenda item (on
18 file in the Clerk’s office). He stated that over the course of the past few months, Growth
19 Management staff has received many inquiries regarding the purchase of listed properties for sale
20 within the Town of Lady Lake. However, in many cases, these properties have accrued costly code
21 enforcement liens; many of which still continue to accrue due to their status of non-compliance of a
22 violation.

23
24 At present, the Town has a procedure under the Land Development Regulations, Section 1-83, h), 5),
25 whereby an individual or corporation may purchase a property that is not in compliance with the
26 Town’s Code of Ordinances and/or Land Development Regulations; then bring that property into
27 compliance; and subsequently ask for a lien reduction by the Town Commission based upon their
28 efforts to bring the property into a satisfactory state. Although the process does afford the purchaser
29 the potential for relief of large lien accruals, to many speculative purchasers, the process does not
30 provide any assurance of such relief and the amount by which the liens will be reduced remains
31 unknown. As a result, having no guarantee of what the purchaser will ultimately be responsible to
32 pay following the lien reduction has left many properties within the Town in a state of vacancy, and
33 in some cases, blight.

34
35 Mr. Carroll stated that staff is proposing a process under Ordinance No. 2016-24 whereby a potential
36 purchaser can come before the Town Commission *before* the purchase of property is made to
37 orchestrate a stipulation agreement. This agreement shall define the timeline and manner in which
38 the property will be brought into compliance. In exchange, the property purchaser will be provided a
39 set figure for which they will be responsible to pay provided that they satisfy all conditions of the
40 agreement. In the event that the terms of the agreement are not adhered to, the liens are reinstated to
41 their original amounts and the agreement shall be deemed void.

42
43 It is the intent that such agreements will provide potential purchasers the assurance they need to
44 acquire properties that are in need of improvement and repair, thereby reducing the number of vacant
45 and derelict parcels within the Town. Essentially, the purpose of the ordinance is to improve and
46 preserve the land values within the neighborhoods of our community.

47
48 Staff recommends approval of Ordinance No. 2016-24, establishing the process whereby these
49 stipulation agreements can be created and used as an additional tool for code enforcement compliance
50 and neighborhood stabilization.

1 Mr. Carroll reported that at first reading on August 1, 2016, the Town Commission voted 4-0 for
2 approval of Ordinance No. 2016-24 with a recommendation to amend language in the policy. The
3 following language has been added to the policy since first reading:
4

5 *The initial recommendation of Town staff shall be to set the reduction to 25% of the value of the*
6 *property if the accrued liens have exceeded that amount, or to \$5,000, whichever is less. The Town*
7 *Commission retains the right to reduce the amount further or to not reduce the amount at all based*
8 *upon the evidence of the party seeking to enter into the agreement.*
9

10 Commissioner Richards and Commissioner Holden both commented that they liked the added
11 language.
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. 2016-24 by the following roll call*
18 *vote:*

HOLDEN	YES
HANNAN	YES
RICHARDS	YES
KUSSARD	YES

23
24 **K. TOWN MANAGER’S REPORT:**
25

26 Town Manager Kris Kollgaard reported that the Police Pension Board interviewed three attorneys
27 and selected Kevin Stone of Stone & Gurken, P.A. from Mount Dora. She stated that a contract has
28 been drawn up and reviewed by the Board members, and they are moving forward with having it
29 executed.
30

31 Commissioner Hannan asked the term of the contract.
32

33 Ms. Kollgaard replied that the term is indefinite but can be terminated with a 30-day notice by either
34 party; this is the same as the contract with the previous firm.
35

36 **L. MAYOR/COMMISSIONER’S REPORT:**
37

38 Commissioner Holden commented that he was glad an attorney has been selected for the Police
39 Pension Board.
40

41 **M. PUBLIC COMMENTS:**
42

43 Mayor Kussard asked if there were any further questions or comments. There were no questions or
44 comments.
45

46 **N. ADJOURN:** The meeting was adjourned at 6:26 p.m.
47
48
49

50

Kristen Kollgaard, Town Clerk

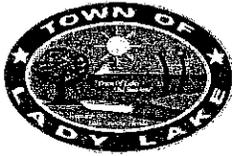
50

Ruth Kussard, Mayor

1
2

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

DRAFT



H-4

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Consideration of approval to renew the Memorandum of Agreement (MOA) with the Haven of Lake & Sumter Counties, Inc.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval to renew the Memorandum of Agreement (MOA) with the Haven of Lake & Sumter Counties, Inc.

SUMMARY: Renewal of the existing Memorandum of Agreement with the Haven of Lake & Sumter Counties, Inc. originally approved by the Town Commission on November 3, 2014. Town Attorney Derek Schroth reviewed and approved the original MOA.

FISCAL IMPACT: 0 [] Capital Budget [] Operating [] Other

ATTACHMENTS: [] Ordinance [] Resolution [] Budget Resolution [] Other [X] Support Documents - Memorandum of Agreement

DEPARTMENT HEAD Submitted [Signature] Date 08/10/2016
HR Approved as to Form Date
FINANCE DEPARTMENT Approved as to Budget Requirements Date
TOWN MANAGER [Signature] Approved Agenda Item for: 9-7-16 Date 8-15-16

Reviewed [Signature]

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

Haven of Lake & Sumter Counties, Inc.

Sexual Assault Response Team (SART)

Memorandum of Agreement

This Memorandum of Agreement stands as evidence of the commitment to the Haven SART (Sexual Assault Response Team) in Lake, Sumter and Marion Counties.

It is hereby recognized that SART is an effective intervention method to ensure competent, coordinated, and effective intervention for victims of sexual assault. The SART emphasizes an interagency, multi-disciplinary response to both the victim/survivors and community at-large. SART partners indicate their commitment to maintaining the SART by:

- Participation by all SART agencies in quarterly SART meetings to discuss any issues/ concerns related to providing services to sexual assault survivors, ensure smooth operation, problem solving.
- Commitment to positive, constructive problem-solving atmosphere among all SART partners to manage an effective and responsive system for the benefit of the sexual assault victims and the community
- Committing to following the SART protocols that have been developed for providing forensic services to sexual assault reporting and non-reporting victims.

The below named agency has the right to terminate this contract for any reason giving two (2) weeks' notice to Haven of Lake & Sumter Counties, Inc.

Haven of Lake & Sumter Counties, Inc. has the right to terminate this agreement for any reason giving two (2) weeks' notice to the above named agency.

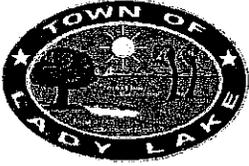
This agreement is effective for the term on one year from date of the last signature on the MOA.

Date

Agency Name: Lady Lake Police Department

Date

Kelly Smallridge, M.A., Executive Director
Haven of Lake & Sumter Counties, Inc.



H-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: FY 2016-2017 Public Risk Management Renewal

DEPARTMENT: Human Resources

STAFF RECOMMENDED MOTION: To accept the proposal presented to Town staff by PRM and the 10.4% premium increase for the property, casualty, workers compensation, and general liability.

SUMMARY: Staff received the 2016-2017 PRM/WRM renewal for property, workers comp, general liability and pollution insurance coverage for the upcoming fiscal year. The grand total is \$466,834 which included an \$18,673 preferred member participation credit. There was an estimated 15% increase proposed in the 2016/2017 budget. The total increase is 10.4 % increase for property, casualty, liability and worker's compensation.

FISCAL IMPACT:

TOTAL- \$466,834

BUDGETED-\$486,286.70

Capital Budget

Operating

Other

Various departments will be charged their portion of the worker's compensation insurance renewal for FY2016/2017. The cost code will be each department's 2400 (worker's compensation) line.

TOTAL-\$466,834

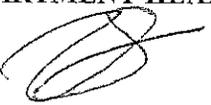
ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other

Support Documents

DEPARTMENT HEAD

Submitted 

Date 8-31-16

HR 

Approved as to Form 8-31-16

Date 8-31-16

FINANCE DEPARTMENT *pas*

Approved as to Budget Requirements

Date 8-31-16

TOWN MANAGER 

Approved Agenda Item for: 9/7/16

Date 8/31/16

COMMISSION ACTION:

Approved as Recommended Disapproved Tabled Indefinitely

Continued to Date Certain Approved with Modification



Proposal Pricing & Binding Authority

After careful consideration of the referenced proposal, we accept your insurance program as indicated with an "X" below:

	2015/2016	2016/2017	% Change
<input type="checkbox"/> PRM PROPERTY AND CRIME	\$167,817	\$163,717	-2.90%
<input type="checkbox"/> PRM GL/AL/E&O/LEL	\$120,837	\$135,963	17.28%
<input type="checkbox"/> PRM WORKERS' COMPENSATION	\$149,388	\$184,052	19.90%
<input type="checkbox"/> PRM BOILER & MACHINERY	\$1,730	\$1,775	2.60%
Preferred Member Participation Credit	-\$16,914	-\$18,673	
GRAND TOTAL	\$422,858	\$466,834	10.40%
OPTIONAL/ANCILLARY COVERAGES:			
<input type="checkbox"/> Cyber Liability	N/A	INCLUDED	
<input type="checkbox"/> Pollution Liability	\$12,948	\$12,839	

PAYMENT PLAN: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at inception and is equal to 60% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim, or incident that may result in a claim, that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

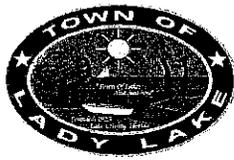
Member Signature

Date

Print Member Name

**SIGNED BINDING AUTHORITY TO BE RETURNED BY
 SEPTEMBER 14, 2016 TO WRM.**

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PRIVILEGED PROPRIETARY DOCUMENTATION-NOT PUBLIC RECORD.



H-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Consideration of request from Lady Lake Historical Society.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval of the request from the Lady Lake Historical Society to borrow a disabled, vintage shotgun currently in the possession of LLPD for a Historical Society exhibit.

SUMMARY: The Lady Lake Historical Society is hosting an exhibit named "Florida Crackers and Cow Hunters". They are wishing to display a vintage shotgun from the early 1900's. LLPD has a vintage shotgun in our evidence room that meets that description and is scheduled for destruction. The vintage shotgun came into LLPD possession as a voluntary surrender and not as a result of criminal activity. The shotgun has no monetary value and had already been scheduled for destruction. Loaning the shotgun to the Historical Society would simply delay the destruction by the time frame of the Historical Society event schedule. If this request is approved, the shotgun will be disabled prior to loan.

FISCAL IMPACT: 0 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other

Support Documents – Email request/property form/report

DEPARTMENT HEAD

Submitted *CEG*

Date 08/29/2016 *8/29/2016*

HR

Approved as to Form

Date

FINANCE DEPARTMENT *psaw*

Approved as to Budget Requirements

Date 8/30/16

TOWN MANAGER *KIK*

Approved Agenda Item for: 9/7/16

Date 8/30/16

COMMISSION ACTION:

Approved as Recommended Disapproved Tabled Indefinitely

Continued to Date Certain Approved with Modification

Reviewed

Chris McKinstry

From: Randa Robinson-Anderson <randarobanderson@embarqmail.com>
Sent: Friday, August 12, 2016 10:24 AM
To: Chris McKinstry
Subject: Unusual Request for Museum

Hi, Chief McKinstry,

The Lady Lake Historical Museum is seeking a pre-1920 shotgun (preferably disabled) for a locked display cabinet. Our exhibit, "Florida Crackers and Cow Hunters" will be more complete if we have a gun of this type. Shotguns were wielded by cow hunters and farmers alike during the 1800's and early 1900's.

If such a shotgun has been turned in during one of the gun "buy-backs," we would appreciate being able to borrow it for up to a year for our exhibit. All borrowed items are accepted only under a time-specified loan contract. Each item is inventoried in our PastPerfect system. All firearms are inspected and displayed only in locked cabinets.

Should you know how we might obtain a vintage shotgun, please let me know.

Thanks very much.

Randa Robinson-Anderson
Lady Lake Historical Society, Inc.
352-408-1150 (mobile)
352-259-4359 (museum)

Original
 Supplement/Current

Juvenile

OFFENSE INCIDENT REPORT

Agency ORI FL0351300		Agency Report Number 15-010110					
Reported: Day Tuesday	Date 08/18/2015	Time (mil) 11:13	Time Dispatched (mil) 08/18/2015 11:13	Time Arrived (mil) 08/18/2015 11:13	Time Completed (mil) 08/18/2015 11:35		
# Off. 0	# Victims 0	# Offenders 0	# Prem. Ent 0	# Veh. Stolen 0	Incident: Day From Tuesday	Date 08/18/2015 11:13	
Incident Location ***** LADY LAKE FL 32159-				Geographic Indicator Tract VILLAGES NORTH			
Method of Operation			Description of Incident PROPERTY FOR DESTRUCTION				
Location Type 01 RESIDENCE-SINGLE			Occupancy UNOCCUPIED				
Offense Type 1 OTHER		Description Information/Property Destruction		Attempt/Complete C	NCIC/UCR Code 00	Forced Entry N/A	
Statute Violation Number: 0			Weapon Code: NOT APPLICABLE				
Offense Indicator	V/W Code #	V. Type		Juvenile	Name (Last, First, Middle) Suffix		
Address (Street, Apartment Number)			City	State	Zip	Residence Phone	
Other Contact Info (Time Available, Interpreter)			Synopsis Of Involvement		Business Phone		
Race	Sex	DOB	Age	Res. Type	Res. Status	Extent Of Injury	
Injury Type	Relationship	Cell Phone					
Occupation		Employer/School		Address		SSN	
Driver's License (State and Number)		Other ID (Number and State)		Scars, Marks, Tattoos (Location and Description)		FCIC/NCIC	
Height	Weight	Eye Color		Hair Color	Hair Length	Hair Style	
Complexion	Build	Facial Hair	Teeth	Speech/Voice	Ethnicity		
Offense Indicator	Involvement Type	Juvenile	Name (Last, First, Middle) Suffix			Suspect Code	
Address (Street, Apartment Number)			City	State	Zip	Residence Phone	
Maiden Name		Nickname/Streetname		Place of Birth		Business Phone	
Race	Sex	DOB	Age	Clothing		Res. Type	
Res. Status	Cell Phone						
Occupation		Employer/School		Address		SSN	
Driver's License (State and Number)		Other ID (Number and State)		Scars, Marks, Tattoos (Location and Description)		FCIC/NCIC	
Height	Weight	Eye Color		Hair Color	Hair Length	Hair Style	
Complexion	Build	Facial Hair	Teeth	Speech/Voice	Ethnicity		
Special Identifiers				Immigration/Naturalization #			
Incident Type		Foul Play?	Missing Before?	Fingerprints?	Photo Available?	Dental Record?	
MCIC Form?							
Date Last Seen		Time Last Seen		Location Last Seen (Address, City, St.)			
Accompanied By							
Mental/Physical Condition			Medication Required/Type		Doctor/Dentist (Name, Phone Number)		
Property Carried							
Recovery Information							
Type	Description		Status	Quantity	Measure	Street Value	
Activity 1			Activity 2		Activity 3		

EVENT DATA

VICTIM / WITNESS

SUSPECT / MISSING PERSON

MISSING PERSON

DRUGS

Related To:		Status Code		Damage Code		Type		Offense	
Veh. #	Year	Make		Model		Style		VIN/Hull Number	
Tag Reg./Doc. #		Plate State	Plate Year	Reg. State	Reg. Year	Decal Number		Tag Type	
Condition		Insurance Company			Lien Holder		Estimated Value		
Color				Description (Identifying Characteristics Noticeable Damage, Interior Color, Etc.)					
Vessel Name		Length		Hull Material		Propulsion		Boat Type	
Recovery Loc.				Recovery Code					
Recovery Address/Geographic Indicator					Date Recovered		Value Recovered		
Method Of Theft				Original Reporting Agency					
Report Number			Hold			Reason/Authority			
Components Stripped									
Towed By			Storage Location			FCIC/NCIC			
Person Code	Item #	Damage Code		Type		Status		Offense	
OTHER	K1	N/A		GUN		FOUND		00*	
Quantity	Name			Brand		Make		Model	
1				J. Stevens					
Serial Number				Owner Applied Number					
Description (Size, Color, Caliber, Barrel Length, Etc.)									
Shotgun									
Value		Value Recovered			Date Recovered		FCIC/NCIC		
\$100.00									
Related To:			Status			Type			
Bank/Card Issuer			Account Number			Document/Serial Number			
Printed Name			Payable To			Face Signature			
Endorsement			Other Name(s)			Service/Property Received			
ID. Type		ID. No.		Document Date			Amount		
Title: Narrative									
<p>On August 18, 2015, I responded to a call for service at Lady Lake, FL 32159. The reporter advised his parents had passed away and while cleaning out their house he had discovered a shotgun and BB gun that belonged to his father.</p> <p>advised he was moving everything out and did not want the items. He asked if the Lady Lake Police Department could take them and/or destroy them. I advised we are able to and took possession of the shotgun and BB gun.</p> <p>Both the shotgun and BB gun were submitted to the Lady Lake PD Evidence Section for destruction.</p>									
Report Contains					Related Report Number(s)				
Property Receipt, Disposition of Property Form									
Reporting Officer/ID				Unit		Date			
2297 DURYEA MATTHEW				PATROL		8/18/2015 3:57:07 PM			
Officer Reviewing (If Applicable)		ID Number	Routed To		Referred To		Assigned To		By
BARRETT SHANE		2257							
Case Status		Clearance Type			Date Cleared		Number Arrested		
CLOSED/CLEARED					08/18/2015				

VEHICLE

PROPERTY WEAPON

NARRATIVE

STATUS

Agency ORI
FL0351300

**Incident Offense Report
Other Persons Involved**

Agency Report Number
15-010110

Others

Offense Indicator 00*		Involvement Type OTHER		Juvenile NO	Name (Last, First, Middle) *****			Suffix *****		Suspect Code
Address (Street, Apartment Number) *****				City *****		State *****	Zip *****		Residence Phone	
Maiden Name			Nickname/Streetname			Place of Birth			Business Phone	
Race WHI	Sex MALE	DOB *****	Age 58	Clothing			Res. Type Out of	Res. Status Full Year	Cell Phone *****	
Occupation UNKNOWN OR		Employer/School			Address			SSN *****		
Driver's License (State and Number) *****		Other ID (Number and State) *****			Scars, Marks, Tattoos (Location and Description)			FCIC/NCIC NO		
Height 510	Weight 160	Eye Color 5 HAZEL		Hair Color 4 GREY		Hair Length 2 MEDIUM		Hair Style 02 WAVEY		
Complexion 1 LIGHT	Build 1 LIGHT	Facial Hair 01 CLEAN		Teeth 12 UNKNOWN		Speech/Voice 01 NORMAL		Ethnicity NON-HISPANIC		

Others

Offense Indicator		Involvement Type		Juvenile	Name (Last, First, Middle)			Suffix		Suspect Code
Address (Street, Apartment Number)				City		State	Zip		Residence Phone	
Maiden Name			Nickname/Streetname			Place of Birth			Business Phone	
Race	Sex	DOB	Age	Clothing			Res. Type	Res. Status	Cell Phone	
Occupation		Employer/School			Address			SSN		
Driver's License (State and Number)		Other ID (Number and State)			Scars, Marks, Tattoos (Location and Description)			FCIC/NCIC		
Height	Weight	Eye Color		Hair Color		Hair Length		Hair Style		
Complexion	Build	Facial Hair		Teeth		Speech/Voice		Ethnicity		

Others

Offense Indicator		Involvement Type		Juvenile	Name (Last, First, Middle)			Suffix		Suspect Code
Address (Street, Apartment Number)				City		State	Zip		Residence Phone	
Maiden Name			Nickname/Streetname			Place of Birth			Business Phone	
Race	Sex	DOB	Age	Clothing			Res. Type	Res. Status	Cell Phone	
Occupation		Employer/School			Address			SSN		
Driver's License (State and Number)		Other ID (Number and State)			Scars, Marks, Tattoos (Location and Description)			FCIC/NCIC		
Height	Weight	Eye Color		Hair Color		Hair Length		Hair Style		
Complexion	Build	Facial Hair		Teeth		Speech/Voice		Ethnicity		

Agency ORI
FL0351300

**Incident Offense Report
Additional Property**

Agency Report Number
15-010110

PROPERTY WEAPON

Person Code OTHER	Item # K2	Damage Code N/A	Type GUN	Status FOUND	Offense 00*
Quantity 1	Name		Brand Daisy	Make	Model
Serial Number			Owner Applied Number		
Description (Size, Color, Caliber, Barrel Length, Etc.) BB Long Gun					
Value \$25.00		Value Recovered		Date Recovered	FCIC/NCIC
Related To:		Status		Type	
Bank/Card Issuer		Account Number		Document/Serial Number	
Printed Name		Payable To		Face Signature	
Endorsement		Other Name(s)		Service/Property Received	
ID. Type	ID. No.	Document Date		Amount	

PROPERTY WEAPON

Person Code	Item #	Damage Code	Type	Status	Offense
Quantity	Name		Brand	Make	Model
Serial Number			Owner Applied Number		
Description (Size, Color, Caliber, Barrel Length, Etc.)					
Value		Value Recovered		Date Recovered	FCIC/NCIC
Related To:		Status		Type	
Bank/Card Issuer		Account Number		Document/Serial Number	
Printed Name		Payable To		Face Signature	
Endorsement		Other Name(s)		Service/Property Received	
ID. Type	ID. No.	Document Date		Amount	

PROPERTY WEAPON

Person Code	Item #	Damage Code	Type	Status	Offense
Quantity	Name		Brand	Make	Model
Serial Number			Owner Applied Number		
Description (Size, Color, Caliber, Barrel Length, Etc.)					
Value		Value Recovered		Date Recovered	FCIC/NCIC
Related To:		Status		Type	
Bank/Card Issuer		Account Number		Document/Serial Number	
Printed Name		Payable To		Face Signature	
Endorsement		Other Name(s)		Service/Property Received	
ID. Type	ID. No.	Document Date		Amount	



J-7

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL TOWN COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Recommendation to Award the Service Contract for Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake (RFP No. 2016-0005) to M.T. Causley, Inc.

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION:

Approve Award of Service Contract to M.T. Causley, Inc, for Building Official Services, Plan Review, Inspections and Related Support Services. The Town Commission retains the right to select another firm for the services other than the recommended party.

SUMMARY:

On Friday June 23, 2016 the advertisement of RFP #2016-0005 was run in the Legal Advertisements section of the Lake Sentinel to solicit firms to provide Building Inspection Services, Building Plan Review Services and Building Official Services for the Town of Lady Lake. On Thursday, July 21, 2016, the bid period was closed at 10 a.m., and the bids were opened in a public meeting held in the Town Hall Commission Chambers. In response to the advertised RFP, five proposals were received. The respondents were as follows:

- Bureau Veritas
- Charles Abbott Associates, Inc.
- Joe Payne, Inc.
- M.T. Causley, Inc.
- Nova Engineering & Environmental, LLC

The RFP evaluation committee was comprised of three staff members; one from Growth Management, one from the Town Clerk's Office, and another from the Public Works Department, who were assigned to score the respondents based upon the enclosed matrix. Committee discussion of the proposals was held on Monday, August 9, 2016 at 10 a.m. in a public meeting at which time the ratings were read into the record. Based upon the ratings as evaluated under the matrix, Nova Engineering and Environmental, LLC, obtained the highest rating with 285 points; M.T. Causley, Inc received the second highest score with 281 points; and one firm was disqualified due to the absence of a fee schedule as required under the RFP. Although Nova did receive the highest score; two of the three members of the panel selected M.T. Causley due to the lower hourly fee rate

**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 119 F.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 (1 set in house).
- 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 Impact Fee Studies 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 harmless 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.

D. Fee Proposal

M.T. Causley will provide the required services at the following rates:

Service	Discipline	Rate Per Hour
Building Official	Building Official	\$70.00
All inspection services excluding natural disaster events and construction plan review	Building Inspector:	\$67.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$67.50
Review and process construction plans for obtaining building permits on an as-needed basis	Building Plans Examiner:	\$67.50
	Mechanical, Electrical, and/or Plumbing Plans Inspector:	\$67.50
Perform all inspection and construction plan review services during natural disaster events	Building Inspector:	\$77.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$77.50
Performing all inspection services, excluding natural disaster events and construction plan review, in excess of 40 hours per week	Building Inspector:	\$100.00
	Mechanical, Electrical, and/or Plumbing Inspector:	\$100.00
Review and process construction plans for permitting (40 hours per week)	Building Plans Examiner:	\$62.50
	Mechanical, Electrical, and/or Plumbing Plans Examiner:	\$62.50

Time tracked will not include travel time. Our time starts when we check in at the Building Department to receive inspections.

Contract Terms

- ✓ We generally request a one year agreement for this model of services – we can provide the draft agreement or it can come from your attorney
- ✓ Billing will come monthly with all supporting documentation
- ✓ Billing terms are Net 30

FEE SCHEDULE

NOVA FEE SCHEDULE

Building Code Administrator, PR/HR.....\$ 95.00

Building Code Plans Examiner, PR/HR\$ 85.00

Building Code Inspector, PR/HR\$ 85.00

1. After Normal business hours, Saturdays, and Sundays will be billed at a 1.5 multiple per hour of the rate above that applies. Rates are portal to portal.
2. Natural disaster events will be billed at double time per hour of the rate above that applies.
3. Site and/or requested meetings by design or construction TEAM, to resolve issues related to construction deficiencies or unforeseen items will be billed in accordance to the hourly rate above that applies.

The above rates are all inclusive of any and all employee burdened expenses including but not limited to: late model vehicles with the Company and/or the Town of Lady Lake name and logo, laptop computer which provides ready access to NOVA's electronic database of current code requirements and descriptive code intention summaries. In addition, of course, every technical employee has a cell phone. The cell phone numbers are shared with our municipal partners, and our customers who are the homeowners, contractors, developers and design professionals. We acknowledge that routine operational expenses such as postage/shipping/reprographics, utility services and the like are solely our responsibility.

**MINUTES OF THE
TOWN OF LADY LAKE RFP NO. 2016-0005
SELECTION COMMITTEE MEETING
LADY LAKE, FLORIDA
August 9, 2016**

The RFP No. 2016-0005 Selection Committee meeting was held in the Town Hall Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida. The meeting convened at 10:00 a.m.

CALL TO ORDER

Committee Members Present: Kris Kollgaard, Town Manager; Thad Carroll, Growth Management Director; and C.T. Eagle, Public Works Director

Others Present: Nancy Slaton, Deputy Town Clerk; Bob Hughes of Nova Engineering and Environmental; and Mark Ogles of Safebuilt/M.T. Causley, Inc.

REVIEW OF SELECTION COMMITTEE'S SCORING

Thad Carroll, Growth Management Director, read his total scores for each firm as follows:

Bureau Veritas	Charles Abbott Associates, Inc.	Joe Payne, Inc. (JPI)	M.T. Causley, Inc.	Nova Engineering & Environmental
88	86	0	96	93

He explained that he gave Joe Payne, Inc. a score of zero and that they are disqualified because they did not have a certified building official.

C.T. Eagle, Public Works Director, read his total scores as follows:

Bureau Veritas	Charles Abbott Associates, Inc.	Joe Payne, Inc. (JPI)	M.T. Causley, Inc.	Nova Engineering & Environmental
53	75	88	85	98

Kris Kollgaard, Town Manager, read her total scores as follows:

Bureau Veritas	Charles Abbott Associates, Inc.	Joe Payne, Inc. (JPI)	M.T. Causley, Inc.	Nova Engineering & Environmental
78.67	86	0	100	94

Ms. Kollgaard stated she gave Joe Payne, Inc. a zero as well for not having a certified building official.

Ms. Kollgaard totaled the scoring by the three committee members and read them into the record as follows:

Bureau Veritas	Charles Abbott Associates, Inc.	Joe Payne, Inc. (JPI)	M.T. Causley, Inc.	Nova Engineering & Environmental

RFP No. 2016-0005 - Selection Committee Meeting
August 9, 2016

219.67	247	88	281	285
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These totals were confirmed by the Deputy Town Clerk.

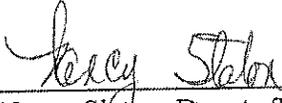
The ranking per the scoring is as follows:

- 1st – Nova Engineering
- 2nd – M. T. Causley, Inc.
- 3rd – Charles Abbott Associates, Inc.
- 4th – Bureau Veritas
- 5th – Joe Payne, Inc. (JPI) - Disqualified

Ms. Kollgaard stated the Selection Committee will be making a recommendation to the Town Commission and the Commission will be voting on this RFP provider at a future meeting.

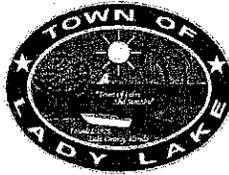
C. ADJOURN:

With no further business or discussion, the meeting was adjourned at 10:05 a.m.



Nancy Slaton, Deputy Town Clerk

Minutes transcribed by Nancy Slaton, Deputy Town Clerk



J-8

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL TOWN COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Consideration to approve the contract with Kerry Barnett Fire Safety Consulting, LLC, for the provision of Fire Inspection Services and Fire Plan Review Services via “piggyback” of existing contract with Avon Park, Florida.

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION:

Approve Award of Service Contract to with Kerry Barnett Fire Safety Consulting, LLC, for the provision of Fire Inspection Services and Fire Plan Review Services via “piggyback” of existing contract with Avon Park, Florida.

SUMMARY:

The Town of Lady Lake has been utilizing Kerry Barnett Fire Safety Contracting, LLC to perform fire inspections and fire plan review since 2012 as a subcontracted service under the agreement with Nova Engineering and Environmental, Inc. The contract with NOVA is nearing expiration, and the Town would like to retain the services of Kerry Barnett to continue to provide these services to the Town through a “piggyback” of an existing contract that Mr. Barnett currently has with the City of Avon Park. The term of the agreement is valid through March 14, 2019; however, either party may terminate the contract with or without notice with a sixty (60) day notice. Should the Commission choose to seek bids prior to the expiration of the contract, the option is provided without consequence.

Town Staff did not seek to bid these services at this time due to the fact that the building services contract is likely to change, and we did not want to undergo a change to both the building and fire services concurrently. Through retaining Mr. Barnett, staff feels that some degree of continuity could remain in place, and that Mr. Barnett could assist staff in helping to educate a new building services firm of the policies and practices of the Growth Management Department in the office as well as in the field. In addition, Growth Management staff have been very satisfied with Mr. Barnett's performance and reporting procedures over the last four years, and he is often complimented for his professionalism by contractors as well.

The current contract between Kerry Barnett Fire Safety Contracting, LLC and the City of Avon Park has been provided for your review, and has been reviewed and approved by the Town Attorney.

FISCAL IMPACT: \$ Budgeted up to \$30,000 FY 2017

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

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

(12) 3-29-16 3-29-16	DEPARTMENT HEAD <i>[Signature]</i> FINANCE DEPARTMENT <i>psw</i> TOWN MANAGER <i>[Signature]</i>	Submitted <i>8/21/16</i> Approved as to Budget Requirements Date <i>8/29/16</i> Approved Agenda Item for: <i>9/7/16</i> Date <i>8/30/16</i>	Date
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COMMISSION ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain Approved with Modification

1 **AGREEMENT**

2
3 This Agreement is made and executed on this _____ day of September, 2016, by and between
4 the **TOWN OF LADY LAKE**, a Florida Municipal Corporation organized and existing under the
5 laws of the State of Florida, having its principal office at 409 Fennell Boulevard, Lady Lake, FL
6 32159, herein referred to here as "Town", and **KERRY BARNETT FIRE SAFETY**
7 **CONSULTING, LLC**, a limited liability corporation, organized and existing under the laws of
8 the State of Florida, having its principal office at 43951 CR 54E, Kathleen, FL 33849.
9

10 **Recitals**

11
12 Kerry Barnett Fire Safety Consulting, LLC is pleased to present the Town of Lady Lake with this
13 proposal for fire inspection services. We understand the situation the Town is in by not having the
14 ability to provide adequate and timely inspection and plan review related services on a full time
15 basis and also recognize the unique opportunity to fulfill that service.
16

17 Having a full understanding of the inspection and plan review requirements within the State of
18 Florida, Kerry Barnett Fire Safety Consulting, LLC is confident that its proposed service will
19 effectively handle the Town's needs. The goal is to provide fire prevention practices and strategies
20 by conducting fire inspections for both new and existing occupancies along with plan review and
21 consultation on an hourly basis.
22

23 The unique ability of Kerry Barnett Fire Safety Consulting, LLC to educate business owners and
24 occupants of the Florida Fire Prevention Code and the successful track record of Kerry Barnett as
25 a fire marshal for approximately ten years, along with contacts within the fire marshal and
26 inspector profession throughout the State, makes Kerry Barnett Fire Safety Consulting, LLC an
27 enviable partner in this project. Kerry Barnett Fire Safety Consulting, LLC looks forward to
28 forming a mutually rewarding relationship with the Town of Lady Lake.
29

30 **Services that will be Provided:**

- 31
- 32 • Act as the Town's Fire Safety Inspector as defined in Chapter 633, FS., and conduct all fire
 - 33 safety inspections required by law as provided in §633.216 FS.
 - 34 • Consultation
 - 35 • Plan Review
 - 36 • Commercial Checks
 - 37 • Annual Inspection - based on Florida Statutes Chapter 633 (those required on annual basis)
 - 38 and then all other businesses, as directed by Director of Public Safety
 - 39 • Construction Inspections (tied to plan review)
 - 40 • Attendance at Commission Meetings (if requested, when available)
 - 41 • Attendance at Site Plan Meetings (if requested, when available)
 - 42 • Assist businesses with Action Plans
- 43

44 **Certifications/Licenses.** Kerry Barnett Fire Safety Consulting, LLC and Inspector Kerry Barnett
45 have obtained and will renew all certifications and licenses required and necessary to fulfil their
46 duties under Chapter 633 F.S., and this Agreement, or will obtain such certifications and licenses
47 prior to initiating any services for the Town.
48

1 **Identification of Needs.** Kerry Barnett Fire Safety Consulting, LLC understands the requirements
2 to be as such.

3
4 **Legal Requirements:**

- 5
6 • To serve the Town of Lady Lake as its contract Fire Safety Inspector as approved per this
7 Agreement and as required by Chapter 633, F.S. To conduct fire-safety inspections and
8 enforce the Florida Fire Prevention Code per Florida Statutes Chapter 633.
9 • To review plans to ensure construction complies with the Florida Fire Prevention Code and
10 consult with contractors for new commercial construction and building rehabilitation projects
11 as per Florida Statute Chapter 633.
12 • To attend Council meetings and/or other meetings with Town of Lady Lake, as need or
13 requested, if available.
14

15 **General Requirements:**

- 16
17 • Conduct annual fire safety inspections.
18 • Conduct commercial checks.
19 • Conduct plan review for new construction and building rehabilitation projects.
20 • Meet with contractors of permitted jobs or proposed jobs, as needed.
21 • Attend related meetings with the Town associated with fire safety inspections and/or plan
22 review.
23 • Provide copies of all inspections and plan review correspondence to the Town.
24 • Comply with Florida's Public Records Act as follows:
25
26 a. Kerry Barnett Fire Safety Consulting, LLC shall keep and maintain public records that
27 ordinarily and necessarily would be required by the Town in order to perform the service. All
28 records, books, and accounts related to the performance of this agreement shall be subject to
29 the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and
30 especially F.S. 119.0701, and shall be kept by Kerry Barnett Fire Safety Consulting, LLC in
31 compliance thereof.
32
33 b. At no additional cost to the Town, Kerry Barnett Fire Safety Consulting, LLC shall provide
34 the public with access to public records on the same terms and conditions that the Town would
35 provide the records and at a cost that does not exceed the cost provided in Chapter 119 FS or
36 as otherwise provided by law. **If the contractor has questions regarding the**
37 **application of Chapter 119, Florida Statutes, to the contractor's duty to**
38 **provide public records relating to this contract, contact the custodian of**
39 **public records at (352) 751-1501, or via e-mail at nslaton@ladylake.org, 409**
40 **Fennell Boulevard, Lady Lake, FL 32159.**
41
42 c. Kerry Barnett Fire Safety Consulting, LLC shall ensure that public records that are exempt or
43 confidential and exempt from public records disclosure requirements are not disclosed except
44 as authorized by law.
45
46 d. Kerry Barnett Fire Safety Consulting, LLC shall meet all requirements for retaining public
47 records, and transfer at no cost to the Town, all public records in possession of the Kerry

1 Barnett Fire Safety Consulting, LLC upon termination of the contract, and destroy any
2 duplicate public records that are exempt or confidential and exempt from public records
3 disclosure requirements. All records stored electronically must be provided to the Town in a
4 format that is compatible with the information technology systems of the Town.
5

6 **Schedule of Fees and Charges:**
7

8 Kerry Barnett Fire Safety Consulting, LLC shall bill the Town \$85 per hour plus a one-way trip
9 charge (1.5 hours at hourly rate), with time plus one-half for services required by the Town after
10 5:00 PM and on Sundays for the following services:
11

- 12 a. To conduct fire safety inspections and enforce the Florida Fire Prevention Code per Florida
13 Statute 633.
14
15 b. To review plans to ensure construction complies with the Florida Fire Prevention Code and
16 consult with contractors for new commercial construction and building rehabilitation projects
17 as per Florida Statute 633.
18
19 c. To attend Council meetings and/or other meetings with Town of Lady Lake, as needed or
20 requested, if available.
21
22 d. Construction Inspections
23

24 In the event that additional services not discussed herein are to be provided, that charge shall be
25 the same, or Kerry Barnett Fire Safety Consulting, LLC shall contact the Town Manager and agree
26 on a different rate, in writing.
27

28 **Other Requirements:**
29

- 30 • Provide owner/occupant of the inspected occupancy a written inspection report that lists the
31 violations found and time frame to comply.
32 • Keep an accurate file of occupancies of inspections conducted for the Town of Lady Lake.
33 • To review all commercial related plans to see if there is concerns for a life safety review; if so,
34 check for fire safety compliance and provide a plan review comment sheet to the contractor
35 who submitted plans for permitting.
36 • Keep an accurate file on each construction project and sign off once completed.
37 • Provide a written record of all time spent while conducting any of the fore mentioned fire
38 prevention practices to the Town of Lady Lake for payment of services provided. This
39 documentation will be submitted at the end of each month.
40

41 **Existing Annual Inspections.** Annual inspections for the current existing occupancies may be
42 conducted on Monday through Saturday between the times of 9:00 AM and 5:00 PM. Reports
43 will be issued to the occupant upon completion of the inspection unless additional research on a
44 particular code or codes has to be completed. If that is the situation, then the report will be
45 delivered to the occupant the next day. Copies of these reports will also be given to the Town of
46 Lady Lake. Any additional information required for the Town's billing for such services shall be
47 provided.
48

1 Re-inspects for those occupancies that had violations will be completed upon the time frame given
2 to comply based on the seriousness of violation. Normally a re-inspect is after 45 days and
3 typically, those that involve fire protection systems and egress are considered a higher priority than
4 something such as a storage related issue. If the Town of Lady Lake has a re-inspect schedule
5 based on the violation type, that schedule will be used.

6
7 In the case of multiple violations that may cost the occupancy a considerable amount of money,
8 an action plan shall be created by the occupant (based on priority) and submitted for the Town to
9 review. Kerry Barnett Fire Safety Consulting, LLC will provide a copy of the action plan to the
10 Town of Lady Lake for review, final approval, and recordkeeping.

11
12 **Plan Review.** Plans will be picked up by Kerry Barnett Fire Safety Consulting, LLC at the Town
13 of Lady Lake Building Department or the Town of Lady Lake may mail plans directly to Kerry
14 Barnett Fire Safety Consulting, LLC. Enough copies shall be submitted so that Kerry Barnett Fire
15 Safety Consulting, Town of Lady Lake, the contractor of the project, and any other agency needing
16 a copy on file will have available to them. All plans that must be reviewed will be completed
17 within 14 calendar days. The plans will be stamped "reviewed", signed, and a comment sheet will
18 be attached noting whether the plans passed or failed. As a plan examiner, plans are reviewed for
19 compliance to the Florida Fire Prevention Code, Town Land Development Code, Florida Building
20 Code, applicable NFPA Standards and Codes in concerns of life safety. Design and construction
21 is left to the architects and engineers. Meetings can be set by either this authority or the contractor
22 of the project to discuss any difference that could arise during the plan review process to ensure
23 the project continues to move forward.

24
25 **Related Construction Inspections.** Inspections associated with a plan review shall be called into
26 the Town of Lady Lake Building Department who will then notify Kerry Barnett Fire Safety
27 Consulting, LLC of the requested date. A forty-eight (48) hour notice shall be given. This is to
28 ensure scheduling can be completed. Kerry Barnett Fire Safety Consulting, LLC will then contact
29 the requesting contractor and give a time that would be available on that date. Kerry Barnett Fire
30 Safety Consulting, LLC will make every attempt to be available when needed, provided proper
31 notice is given.

32
33 **Special Events & Outdoor Sales/ Activities.** On occasion, businesses have special events within
34 the Town limits. These events may require permitting to hold these events. Based on the required
35 permit, plan review and related inspections may be necessary. Kerry Barnett Fire Safety
36 Consulting, LLC will provide these services. Based on the time frames and dates of these events,
37 inspections may take place outside the normal work week and hour range.

38
39 **Backup Coverage.** In the event Kerry Barnett Fire Safety Consulting, LLC cannot make a
40 scheduled inspection, Kerry Barnett Fire Safety Consulting may utilize another certified municipal
41 fire safety inspector holding certifications sufficient to conduct the related fire safety inspection.
42 This would be at the expense of Kerry Barnett Fire Safety Consulting, LLC.

43
44 **Related Costs and Payment Terms.** All tools and equipment, inspection and plan review
45 manuals and literature used for conducting plan review or fire safety inspections will be at the
46 expense of Kerry Barnett Fire Safety Consulting, LLC. General liability, as requested by Town
47 of Lady Lake, will be carried by Kerry Barnett Fire Safety Consulting, LLC at the expense of
48 Kerry Barnett Fire Safety Consulting, LLC. Vehicle maintenance, insurance and gas will also be

1 at the expense of Kerry Barnett Fire Safety Consulting, LLC. Uniform will consist of a golf style
2 shirt and work pants. An identification badge will be required and worn during all inspections.
3 The identification badge will be provided by the Town showing the fire safety inspector authority.
4

5 Kerry Barnett Fire Safety Consulting, LLC shall submit an itemized invoice of all time spent
6 conducting inspections, plan reviews or attendance of any meetings to the Town of Lady Lake.
7 Invoice will list the date, time, total hours and the names of the occupancy and/or contractor the
8 inspection or meeting was completed with. A monthly cost will be at the bottom of the invoice.
9

10 **Indemnification.** Kerry Barnett Fire Safety Consulting, LLC shall defend, indemnify and hold
11 harmless the Town and all of the Town's officers, agents, and employees from and against all
12 claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees,
13 and court costs which may arise because of the negligence (whether active or passive), misconduct,
14 or other fault, in whole or in part (whether joint, concurrent, or contributing), of Kerry Barnett Fire
15 Safety Consulting, LLC, its officers, agents or employees in performance or non-performance of
16 its obligations under the Agreement. Kerry Barnett Fire Safety Consulting, LLC recognizes the
17 broad nature of this indemnification and hold harmless clause, as well as the provision of a legal
18 defense to the Town when necessary, and voluntarily makes this covenant and expressly
19 acknowledges the receipt of such good and valuable consideration provided by the Town in
20 support of these indemnification, legal defense and hold harmless contractual obligations in
21 accordance with the laws of the State of Florida. This clause shall survive the termination of this
22 Agreement. Compliance with any insurance requirements required elsewhere within this
23 Agreement shall not relieve Kerry Barnett Fire Safety Consulting, LLC of its liability and
24 obligation to defend, hold harmless and indemnify the Town as set forth in this article of the
25 Agreement.
26

27 In the event any lawsuit or other proceeding is brought against Town by reason of any such claim,
28 cause of action or demand, Planner shall, upon written notice from Town, resist and defend such
29 lawsuit or proceeding by counsel satisfactory to Town or, at Town's option, pay for the Town
30 Attorney or counsel selected by Town Attorney to defend Town. The provisions and obligations
31 of this section shall survive the expiration or earlier termination of this Contract. To the extent
32 considered necessary or prudent by the Town Attorney, any sums due to Kerry Barnett Fire Safety
33 Consulting, LLC under this Contract may be retained by Town until all of the Town's claims for
34 Indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount
35 withheld shall not be subject to payment of interest by Town. Nothing herein shall be construed
36 to extend the Town's liability beyond that provided in section 768.28, Florida Statutes, or to in any
37 way waive the Town's sovereign immunity protections. Furthermore, to the extent that the
38 contractor is protected by sovereign immunity as a fire safety inspector contract agent for the Town
39 under Chapter 633, and not diminishing the indemnification of the Town provided above, nothing
40 in this Agreement is intended to waive such right to immunity by Kerry Barnett Fire Safety
41 Consulting, LLC.
42

43 **Insurance.** Kerry Barnett Fire Safety Consulting, LLC shall, at its sole cost and expense, procure
44 and maintain throughout the term of this contract, Comprehensive General Liability to the extent
45 and in such amounts as required below and authorized by Florida law, and will provide endorsed
46 certificates of insurance generated and executed by a licensed insurance broker, brokerage or
47 similar licensed insurance professional evidencing such coverage, and naming the Town as a
48 named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said

1 insurance policies. The policies shall acknowledge coverage for the indemnification provided
2 herein. Certificates of insurance and certified copies of these insurance policies must accompany
3 this signed contract. Said insurance coverages procured by Kerry Barnett Fire Safety Consulting,
4 LLC as required herein shall be considered, and Kerry Barnett Fire Safety Consulting, LLC agrees
5 that said insurance coverages it procures as required herein shall be considered, as primary
6 insurance over and above any other insurance, or self-insurance, available to the Town, and that
7 any other insurance, or self-insurance available to the Town shall be considered secondary to, or
8 in excess of, the insurance coverage(s) procured by Kerry Barnett Fire Safety Consulting, LLC as
9 required herein.

10
11 Nothing herein shall be construed to extend the Town's liability beyond that provided in section
12 768.28, Florida Statutes.

13
14 Such policy or policies shall be without any deductible amount and shall be issued by approved
15 companies rated at not less than AM Best A+ and authorized to do business in the State of Florida,
16 and having agents upon whom service of process may be made in Lake County, Florida. Such
17 policy or policies shall name the Town and the other parties indemnified hereunder as additional
18 insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

19
20 **Commercial Liability Insurance.** A Commercial Liability Insurance Policy shall be provided
21 which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence
22 combined single limit for bodily injury liability and property damage liability and shall contain
23 minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be
24 afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy,
25 without restrictive endorsements, and must include:

- 26
27 • Premises and/or operations.
28 • Subcontracted planners, if any.
29 • Broad Form Contractual Coverage applicable to this specific contract, including any hold
30 harmless and/or indemnification contract.
31 • Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum
32 limits of coverage equal to those required for Bodily Injury Liability and Property Damage
33 Liability.

34
35 Business Automobile Liability. Business Automobile Liability shall be provided with minimum
36 limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for
37 Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no
38 more restrictive than the latest edition of the Business Automobile Liability policy, without
39 restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 40
41 • Owned Vehicles, if applicable.
42 • Hired and Non-Owned Vehicles, if applicable.
43 • Employers' Non-Ownership, if applicable.

44
45 Kerry Barnett Fire Safety Consulting, LLC shall furnish to the Town Manager a Certificate of
46 Insurance or endorsements evidencing the insurance coverage specified by this Article within
47 fifteen (15) calendar days after notification of award of the Contract. The required Certificates of
48 Insurance shall name the types of policies provided, refer specifically to this Contract, and state

1 that such insurance is as required by this Contract. Planner's failure to provide to the Town the
2 Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15)
3 calendar days shall provide the basis for the termination of the Contract.
4

5 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all
6 performance required of Planner is completed. All policies must be endorsed to provide the Town
7 with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the
8 insurance coverages will expire prior to the completion of the work, copies of renewal policies
9 shall be furnished at least thirty (30) days prior to the date of their expiration.
10

11 **Professional Insurance.** Professional insurance (E & O) will not be required of Kerry Barnett
12 Fire Safety Consulting, LLC due to protection through NFPA 1 incorporated into Florida law by
13 Chapter 633, Florida Statutes. Nevertheless, in the event that a court of competent jurisdiction
14 determines that the protection through NFPA 1 and Chapter 633, Florida Statutes, does not apply,
15 the indemnification provided herein shall, nonetheless, apply to such claim.
16

17 **Status of Claim.** Kerry Barnett Fire Safety Consulting, LLC shall be responsible for keeping the
18 Town currently advised as to the status of any claims made for damages against Kerry Barnett Fire
19 Safety Consulting, LLC resulting from services performed under this Contract. Kerry Barnett Fire
20 Safety Consulting, LLC shall send notice of claims related to work under this Contract to the
21 Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses
22 stated at the top of this Contract.
23

24 **Contract/ Termination.** This contract shall be for an initial term of either three (3) years with the
25 availability of a one (1) year roll over, however, either party to this Agreement may terminate this
26 Agreement, for any reason, with or without cause, with sixty (60) days of written notice to the
27 other party. Roll over years are provided in this contract should the Town be satisfied with the
28 performance of services provided by Kerry Barnett Fire Safety Consulting, LLC, therefore not
29 requiring a bid process to take place again. Cost for services provided will remain the same
30 through the life of the contract. Prior to the end of initial term of the contract, both parties shall
31 meet to discuss the continuance through the roll over year(s). This shall be completed at least (30)
32 thirty days prior to the end of the initial contract. Contract term will be yearly based on the date
33 signed by all parties.
34

35 **Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties
36 hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any
37 third party. Nothing in this Agreement either express or implied is intended or shall be construed
38 to confer upon or give any person, corporation or governmental entity other than the parties hereto
39 any right, remedy or claim under or by reason of this Agreement or any provisions or conditions
40 hereof, and all of the provisions, representations, covenants and conditions herein contained shall
41 inure to the sole benefit of and shall be binding upon the parties hereto and their respective
42 representatives, successors and assigns.
43

44 **Conflict with Laws.** In the event of a conflict between provisions in this Agreement and the
45 provisions in any federal or state law, or any Town ordinance, resolution, rules and regulations or
46 code, the parties shall first attempt to read the provisions in reasonable harmony, and if no
47 agreement can be reached, the provision of federal law, then state law, then Town ordinance

1 (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that
2 order.

3
4 **Saving Clause.** In the event that any portion of this Agreement shall be deemed by a court of
5 competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the
6 Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate
7 and the rights and duties of the parties shall cease, and the Town shall pay any undisputed
8 remaining fees.

9
10 **Laws of Florida to Govern / Venue/ Waiver of Jury Trial.** This Agreement shall be governed
11 by the laws of the State of Florida, and the proper venue shall be state court in Lake County,
12 Florida, and the parties agree to waive any right to jury trial.

13
14 **Document is the Result of Mutual Draftsmanship.** The terms and conditions in this Agreement
15 are the product of mutual draftsmanship by both parties, each being represented by counsel, and
16 any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be
17 construed against any of the parties because of authorship. The parties acknowledge that all the
18 terms of this Agreement were negotiated at arms-length, and that each party, being represented by
19 counsel, is acting to protect its, his, her, or their own interest.

20
21 **Notice.** Any notice to be given shall be in writing and shall be sent by hand delivery, certified
22 mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at
23 the addresses stated at the top of this Agreement.

24
25 IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly
26 executed on the day and year first above written.

27
28 **TOWN OF LADY LAKE:** **KERRY BARNETT FIRE SAFETY**
29 **CONSULTING, LLC**

30
31
32
33 **By:** _____
34
35 Kristen Kollgaard, Town Manager

36
37
38 **By:** _____
39
40 Kerry Barnett, Authorized Member

41
42 Approved as to Form:

Derek Schroth, Town Attorney

AGREEMENT

This Agreement is made and executed on 14TH MARCH 2016 by and between the CITY OF AVON PARK, a Florida Municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at 110 East Main Street, Avon Park, FL 33825, herein referred to here "City" and Kerry Barnett Fire Safety Consulting, LLC., a limited liability corporation, organized and existing under the laws of the State of Florida, having its principal office at 43951 CR 54E, Kathleen, Florida 33849.

Recitals

Kerry Barnett Fire Safety Consulting, LLC is pleased to present the City of Avon Park ("City") with this proposal for fire inspection services. We understand the situation the City is in by not having the ability to provide adequate and timely inspection and plan review related services on a full time basis and also recognize the unique opportunity to fulfill that service.

Having a full understanding of the inspection and plan review requirements within the State of Florida, Kerry Barnett Fire Safety Consulting, LLC is confident that its proposed service will effectively handle the City's needs. The goal is to provide fire prevention practices and strategies by conducting fire inspections for both new and existing occupancies along with plan review and consultation on an hourly basis.

The unique ability of Kerry Barnett Fire Safety Consulting, LLC to educate business owners and occupants of the Florida Fire Prevention Code and its successful track record Kerry Barnett as a fire marshal for approximately 10 years, along with contacts within the fire marshal and inspector profession throughout the State, makes Kerry Barnett Fire Safety Consulting, LLC an enviable partner in this project. Kerry Barnett Fire Safety Consulting, LLC looks forward to forming a mutually rewarding relationship with the City of Avon Park.

Services that will be Provided

- Act as the City's Firesafety Inspector as defined in Chapter 633, FS., and conduct all firesafety inspections required by law as provided in §633.216 FS.
- Consultation
- Plan Review
- Commercial Checks
- Annual Inspection – based on Florida Statutes Chapter 633 (those required on annual basis) and then all other businesses, as directed by Director of Public Safety
- Construction Inspections (tied to plan review)
- Attendance at Council Meetings (if requested, when available)
- Attendance at Site Plan Meetings (if requested, when available)
- Assist businesses with Action Plans

Certifications/Licenses

Kerry Barnett Fire Safety Consulting, LLC and Inspector Kerry Barnett have obtained and will renew all certifications and licenses required and necessary to fulfil their duties under Chapter 633 F.S., and this Agreement, or will obtain such certifications and licenses prior to initiating any services for the City.

Identification of Needs

Kerry Barnett Fire Safety Consulting, LLC understands the requirements to be as such:

Legal Requirements

- To serve the City of Avon Park as its contract Firesafety Inspector as approved per this Agreement and as required by Chapter 633, F.S. To conduct fire-safety inspections and enforce the Florida Fire Prevention Code per Florida Statutes Chapter 633.
- To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute Chapter 633.
- To attend Council meetings and/or other meetings with City of Avon Park, as need or requested, if available.

General Requirements

- Conduct annual fire safety inspections.
- Conduct commercial checks.
- Conduct plan review for new construction and building rehabilitation projects.
- Meet with contractors of permitted jobs or proposed jobs, as needed.
- Attend related meetings with the City associated with fire safety inspections and/or plan review.
- Provide copies of all inspections and plan review correspondence to the City.
- Comply with Florida's Public Records Act as follows:
 - a. Kerry Barnett Fire Safety Consulting, LLC shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially s. 119.0701 FS, and shall be kept by Kerry Barnett Fire Safety Consulting, LLC in compliance thereof.
 - b. At no additional cost to the City, Kerry Barnett Fire Safety Consulting, LLC shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 FS or as otherwise provided by law.

c. Kerry Barnett Fire Safety Consulting, LLC shall 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. Kerry Barnett Fire Safety Consulting, LLC shall meet all requirements for retaining public records and transfer, at no cost to the City all public records in possession of the Kerry Barnett Fire Safety Consulting, LLC 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 CITY in a format that is compatible with the information technology systems of the CITY.

Schedule of Fees and Charges:

Kerry Barnett Fire Safety Consulting, LLC shall bill the City \$85 per hour plus a one-way trip charge (1.5 hours at hourly rate), with time plus one-half for services required by the City after 5:00 PM and on Sundays for the following services:

- a. To conduct firesafety inspections and enforce the Florida Fire Prevention Code per Florida Statute 633
- b. To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute 633
- c. To attend Council meetings and/or other meetings with City of Avon Park, as need or requested, if available
- d. Construction Inspections

In the event that additional services not discussed herein are to be provided, that charge shall be the same, or Kerry Barnett Fire Safety Consulting, LLC shall contact the City Manager and agree on a different rate, in writing.

Other Requirements

- Provide owner/occupant of the inspected occupancy a written inspection report that lists the violations found and time frame to comply.
- Keep an accurate file of occupancies of inspections conducted for the City of Avon Park.
- To review all commercial related plans to see if there is concerns for a life safety review, if so, check for fire safety compliance and provide a plan review comment sheet to the contractor who submitted plans for permitting.
- Keep an accurate file on each construction project and sign off once completed.
- Provide a written record of all time spent while conducting any of the fore mentioned fire prevention practices to the City of Avon Park for payment of services provided. This documentation will be submitted at the end of each month.

Existing Annual Inspections

Annual inspections for the current existing occupancies may be conducted on Monday through Saturday between the times of 9:00 AM and 5:00 PM. Reports will be issued to the occupant upon completion of the inspection unless additional research on a particular code or codes has to be completed. If that is the situation, then the report will be delivered to the occupant the next day. Copies of these reports will also be given to the City of Avon Park. Any additional information required for the City's billing for such services shall be provided.

Re-inspects for those occupancies that had violations will be completed upon the time frame given to comply based on the seriousness of violation. Normally a reinspect is after 45 days and typically, those that involve fire protection systems and egress are considered a higher priority than something such as a storage related issue. If the City of Avon Park has a reinspect schedule based on the violation type, that schedule will be used.

In the case of multiple violations that may cost the occupancy a considerable amount of money, an action plan shall be created by the occupant (based on priority) and submitted for the City to review. Kerry Barnett Fire Safety Consulting, LLC will provide a copy of the action plan to the City of Avon Park for review, final approval, and recordkeeping.

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Plans will be picked up by Kerry Barnett Fire Safety Consulting, LLC at the City of Avon Park building Department or the City of Avon Park may mail plans directly to Kerry Barnett Fire Safety Consulting, LLC. Enough copies shall be submitted so that Kerry Barnett Fire Safety Consulting, City of Avon Park, the contractor of the project and any other agency needing a copy on file will have available to them. All plans that must be reviewed will be completed within 14 calendar days. The plans will be stamped "reviewed", signed, and a comment sheet will be attached noting whether the plans passed or failed. As a plan examiner, plans are reviewed for compliance to the Florida Fire Prevention Code, City Land Development Code, Florida Building Code, applicable NFPA Standards and Codes in concerns of life safety. Design and construction is left to the architects and engineers. Meetings can be set by either this authority or the contractor of the project to discuss any difference that could arise during the plan review process to ensure the project continues to move forward.

Related Construction Inspections

Inspections associated with a plan review shall be called into the City of Avon Park Building Department who will then notify Kerry Barnett Fire Safety Consulting, LLC of the requested date. A forty-eight (48) hour notice shall be given. This is to ensure scheduling can be completed. Kerry Barnett Fire Safety Consulting, LLC will then contact the requesting contractor and give a time that would be available on that date. Kerry Barnett Fire Safety Consulting, LLC will make every attempt to be available when needed, provided proper notice is given.

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On occasion, businesses have special events within the City limits. These events may require permitting to hold these events. Based on the required permit, plan review and related inspections may be necessary. Kerry Barnett Fire Safety Consulting, LLC will provide these services. Based on the time frames and dates of these events, inspections may take place outside the normal work week and hour range.

Backup Coverage

In the event Kerry Barnett Fire Safety Consulting, LLC cannot make a scheduled inspection, Kerry Barnett Fire Safety Consulting may utilize another certified municipal fire safety inspector holding certifications sufficient to conduct the related firesafety inspection. This would be at the expense of Kerry Barnett Fire Safety Consulting, LLC.

Related Costs and Payment Terms

All tools and equipment, inspection and plan review manuals and literature used for conducting plan review or fire safety inspections will be at the expense of Kerry Barnett Fire Safety Consulting, LLC. General liability, as requested by City of Avon Park, will be carried by Kerry Barnett Fire Safety Consulting, LLC at the expense of Kerry Barnett Fire Safety Consulting, LLC. Vehicle maintenance, insurance and gas will also be at the expense of Kerry Barnett Fire Safety Consulting, LLC. Uniform will consist of a golf style shirt and work pants. An identification badge will be required and worn during all inspections. The identification badge will be provided by the City showing the firesafety inspector authority.

Kerry Barnett Fire Safety Consulting, LLC shall submit an itemized invoice of all time spent conducting inspections, plan reviews or attendance of any meetings to the City of Avon Park. Invoice will list the date, time, total hours and the names of the occupancy and/or contractor the inspection or meeting was completed with. A monthly cost will be at the bottom of the invoice.

Indemnification

Kerry Barnett Fire Safety Consulting, LLC shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Kerry Barnett Fire Safety Consulting, LLC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Kerry Barnett Fire Safety Consulting, LLC recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual

obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Kerry Barnett Fire Safety Consulting, LLC of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Planner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for the City Attorney or counsel selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary or prudent by the City Attorney, any sums due to Kerry Barnett Fire Safety Consulting, LLC under this Contract may be retained by City until all of the City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes, or to in any way waive the City's sovereign immunity protections. Furthermore, to the extent that the contractor is protected by sovereign immunity as a firesafety inspector contract agent for the City under Chapter 633, and not diminishing the indemnification of the City provided above, nothing in this Agreement is intended to waive such right to immunity by Kerry Barnett Fire Safety Consulting, LLC.

Insurance

Kerry Barnett Fire Safety Consulting, LLC shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Kerry Barnett Fire Safety Consulting, LLC as required herein shall be considered, and Kerry Barnett Fire Safety Consulting, LLC agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Kerry Barnett Fire Safety Consulting, LLC as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance.

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted planners, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Kerry Barnett Fire Safety Consulting, LLC shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Planner's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Planner is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Professional Insurance

Professional insurance (E & O) will not be required of Kerry Barnett Fire Safety Consulting, LLC due to protection through NFPA 1 incorporated into Florida law by Chapter 633, Florida Statutes. Nevertheless, in the event that a court of competent jurisdiction determines that the protection through NFPA 1 and chapter 633, Florida Statutes does not apply, the indemnification provided herein shall, nonetheless, apply to such claim.

Status of Claim.

Kerry Barnett Fire Safety Consulting, LLC shall be responsible for keeping the City currently advised as to the status of any claims made for damages against Kerry Barnett Fire Safety Consulting, LLC resulting from services performed under this Contract. Kerry Barnett Fire Safety Consulting, LLC shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.

Contract/ Termination

This contract shall be for an initial term of either (3) three years with the availability of a (1) one year roll over, however, either party to this Agreement may terminate this Agreement, for any reason, with or without cause, with sixty (60) days of written notice to the other party. Roll over years are provided in this contract should the City be satisfied with the performance of services provided by Kerry Barnett Fire Safety Consulting, LLC, therefore not requiring a bid process to take place again. Cost for services provided will remain the same through the life of the contract. Prior to the end of initial term of the contract, both parties shall meet to discuss the continuance through the roll over year(s). This shall be completed at least (30) thirty days prior to the end of the initial contract. Contract term will be yearly based on the date signed by all parties.

Disclaimer Of Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Conflict With Laws

In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

Saving Clause

In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate and the rights and duties of the parties shall cease, and the City shall pay any undisputed remaining fees.

Laws Of Florida To Govern / Venue / Waiver Of Jury Trial

This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

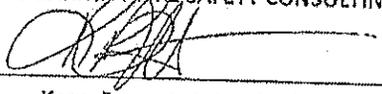
Document Is The Result Of Mutual Draftsmanship

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

Notice

Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses stated at the top of this Agreement.

KERRY BARNETT FIRE SAFETY CONSULTING, LLC

By: 

Kerry Barnett, Authorized Member

ATTESTED:

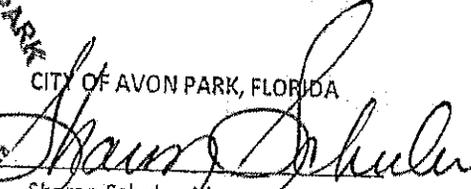

Maria Sutherland, City Clerk

CITY OF AVON PARK
SEAL

1926

CITY OF AVON PARK, FLORIDA

Highlands County, Florida

By: 

Sharon Schuler, Mayor

APPROVED AS TO FORM AND
CONTENT:



Gerald T. Buhr, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2016

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 Insurance Company of Florida 3751 Maryweather Ln Ste # 102 Wesley Chapel FL 33544		CONTACT NAME: Rani Mahbubani PHONE (A/C, No, Ext): (813) 788-1465 E-MAIL ADDRESS: rani@insurancecompanyofflorida.com		FAX (A/C, No): (813) 994-3626	
INSURED Kerry Barnett 43951 CR54E Kathleen FL 33849		INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Ins. Co.		NAIC # 25615	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER: CL1682302051** **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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6608887P70A	5/10/2016	5/10/2017	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER 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 Charlie Hernandez/RM
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Renewal auto policy declarations

Policy number: **981 337 333**
 Policy effective date: September 19, 2016



Allstate
 You're in good hands.

Coverage detail for 2013 Ford Truck F150 2wd

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$0	\$78.80
Death Benefit	\$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services	\$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition	\$10,000 each person		
OR			
Medical Expenses - Non-Emergency Medical Condition	\$2,500 each person		
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.			
Auto Collision Insurance	Actual cash value	\$500	\$279.46
(Safe Driving Deductible Reward - deductible reduction amount available is \$200)			
Auto Comprehensive Insurance	Actual cash value	\$500	\$52.87
Automobile Liability Insurance			
Bodily Injury	\$500,000 each person \$500,000 each occurrence	Not applicable	\$585.34
Property Damage	\$500,000 each occurrence	Not applicable	\$188.91
Rental Reimbursement	up to \$40 per day for a maximum of 30 days	Not applicable	\$43.42
Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Automobile Medical Payments	\$5,000 each person	Not applicable	\$23.41
Lease/Loan Gap	Not purchased*		
Repair or Replacement Cost Option	Not purchased*		
Sound System	Not purchased*		

(continued)



RESOLUTION NO. 2016-108

K-9

A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, SUPPORTING THE POSTPONEMENT ON BEAR HUNTING IMPOSED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION; SUPPORTING EFFORTS TO REDUCE HUMAN-BEAR INTERACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in June 2015, the Florida Fish and Wildlife Conservation Commission (FWC) voted to allow a regulated, limited bear harvest to take place in October 2015, and

WHEREAS, in June 2016, amidst much controversy over the October 2015 bear harvest, FWC voted to postpone future bear harvests to allow FWC the opportunity to work with communities to advance innovative ways to reduce human-bear conflicts.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lady Lake, Florida, that:

Section 1. The foregoing recitals are true and correct, and hereby incorporated by reference.

Section 2. The Town Commission hereby supports FWC's postponement of bear hunting, and FWC's commitment to work with communities to reduce human-bear interactions using innovative approaches.

Section 3. The Town Commission directs the Clerk of this Board to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of September, 2016.

TOWN OF LADY LAKE, FLORIDA

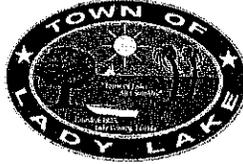
Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney



L-10

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Consideration of Switching from Vacation and Sick time to Paid Time Off (PTO)

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION: Approval of Switching from Vacation and Sick time to Paid Time Off (PTO) as Shown in Exhibit "A" effective October 1, 2016.

SUMMARY: Staff was approved by the Commission in July to pass out an employee survey regarding the possibility of combining the vacation and sick time into Paid Time Off (PTO). Surveys (65) were handed out and returned; and the results showed 63 employees in favor of switching to PTO and two employees were not in favor. I have attached the completed surveys for the Commission's review.

Pros:

PTO plans can make an employer more attractive to prospective employees and make it easier to retain current employees by increasing the control that employees have over how they use their leave.

PTO is easier to administer by eliminating the need to track different classifications of leave.

PTO programs tend to address the basic needs for employers and employees in that they meet a common need for employees to strike a better work/life balance, which results in more productivity for the employer.

By allowing the employee to sell back up to 80 hours of PTO as long as they meet the criteria, it helps the Town because the employees are paid out time at their current rate and, financially, it is less liability on the books for the Town.

Cons:

Some employees may tend to use all of their PTO time and not reserve time for unforeseen illnesses or injuries.

With the freedom of not having to explain their reasons for using PTO, employees may be absent more frequently without notice. This will be controlled by still requiring prior approval for time off for PTO except when calling in sick.

In the Fiscal Year 16/17 proposed budget we estimated a 15% increase in Health Insurance and the final rates came in at a 6.1% increase, this difference will cover any PTO payouts.

FISCAL IMPACT: Estimated \$50,000

- Capital Budget
 - Operating
 - Other
-

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other-

Support Documents

DEPARTMENT HEAD <i>(Signature)</i>	Submitted	Date
HR	Approved as to form	Date
FINANCE DEPARTMENT <i>psw</i>	Approved as to Budget Requirements	Date 8/29/16
TOWN MANAGER <i>(Signature)</i>	Approved Agenda Item for: 9-7-16	Date 8/30/16

COMMISSION ACTION:

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

Exhibit "A"

Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

Note: The sick time you currently have available will be put in a bank for you to draw from for sick time until it is exhausted.

Employees shall earn Paid Time Off (PTO) on an annual basis in accordance with the chart below:

PTO Annual Accrual Chart			
Years of Service	Hours earned Per Month (days per year)	Maximum Carried Forward	Maximum Payout
Up to 5	15	350	100
5 to 10	17	500	200
10 to 15	20	520	300
15-20	22	540	350
20+	24	560	400

ACCRUAL

1. An employee may carry over PTO from one year to the next as shown in the schedule above.
 - a. An employee may be paid for earned PTO in the following instances:
 - i. Separation
 - ii. Each fiscal year an employee may sell back up to 80 hours annually of accrued PTO provided they meet the following criteria annually:
 1. The employee must take a minimum of 40 hours of PTO from September to August.
 2. The employee must not have four (4) or more call ins or other non-preapproved leave from 09/01-08/31. If the 4th call in occurs in September, the employee will be ineligible to participate in the buyback program the following year.

Employee PTO Survey Results

Number of surveys handed out: 65
Number of surveys received: 65
Number of employees in favor: 62
Number of employees not in favor: 3

Town Hall and Police Department:

In favor: 27
Not in favor: 0
Total: 27
100% IN favor

Public Works:

In favor: 25
Not in favor: 0
Total: 25
100% IN favor

Parks and Recreation:

In favor: 3
Not in favor: 2
Total: 5
60 % IN favor

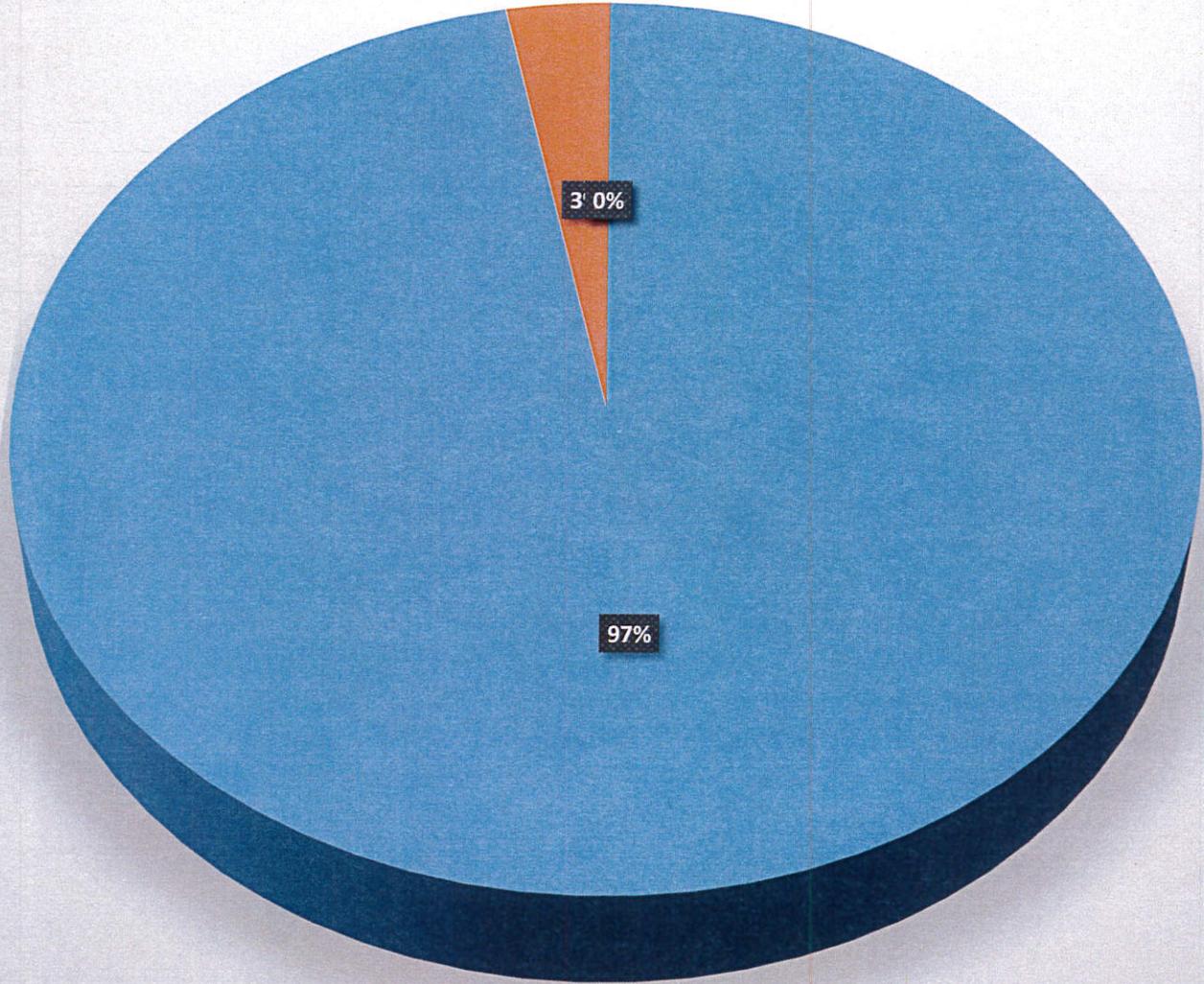
Library:

In favor: 7
Not in favor: 1
Total: 8
80% IN favor

Survey Comments

- ❖ Love It
- ❖ As a “Thank you” to eligible employees, could they sell up to 80 sick hours now for the current fiscal year?
- ❖ Like idea of rewarding employees with less than 4 call ins a payout this year out of sick if budget allows.
- ❖ I could use some extra \$ since my husband has been injured for 2 years and not working and bills have accumulated. I could sell out 40 – 80 hours of my sick time if possible and available out of this fiscal year budget. “ This will help out a bunch ☺
- ❖ Great
- ❖ Love It!! Thank you ☺
- ❖ Thank you!! Another Wonderful Benefit.
- ❖ Excellent Benefit, Thank You.
- ❖ Thank you for considering this program, I feel it will benefit us all.

Employee PTO Survey Results



■ IN Favor
■ Not In Favor

PTO Meeting List

Total 68

<i>Department</i>	<i>Name</i>	
<i>Town Manager</i>	Kris Kollgaard	
	Julia Harris	JH
<i>Town Clerk</i>	Nancy Slaton	NS
	Carol Osborne	CO
<i>Human Resources</i>	Tia O'Neal	
	Tamika DeLee	
<i>Growth Management</i>	Thad Carroll	TC
	Wendy Then	WT
	Christie Gosneigh	CG
	Rebecca Schneider	RS
	<i>Part-time</i> Cheyanne Kemp	
	Michelle Bilbrey	MB
<i>Information Technology</i>	John Pearl	JP
	Darnell "Tony" Wilson	
<i>Finance</i>	Pam Winegardner	PW
	Debbie Lopez	
	Becky Hewett	BH
	Michelle Sloane	MS
	Dawn Woods	DW
<i>Utilities</i>	Kathy Learn	KL
	Dilomere BOD IE	PB

	Kathy Learn	
	Philomena Bodie	
<i>Parks & Recreation</i>		
	Mike Burske	<i>MB</i>
	Van Kao	<i>V.K</i>
	Brad Weeks	<i>BW</i>
	Vicki Chandler	<i>VC</i>
	Jacob Jackson	<i>JJ</i>
<i>Public Works</i>		
	C.T. Eagle	<i>CTE</i>
	Peggy Smith	<i>P.S.</i>
	Butch Goodman	<i>BG</i>
	Johnny Gosneigh	
	Johnathon Wimes	<i>JW</i>
	Leland Hubbell	<i>LH</i>
	Robert Barnes	<i>RB</i>
	Kevin Yoakum	
	Pete Sullivan	<i>PS</i>
	Brenda Brock	<i>BB</i>
	Darryl Flanders	<i>DF</i>
	Steve Pfouts	<i>SP</i>
	Ted Williams	<i>TW</i>
	Joe Grubbs	<i>JG</i>
	Billy Kohler	<i>BK</i>
	Travis Lacey	<i>TL</i>
	Harold Jackson	
	Phillip Perna	<i>PP</i>
	Steve Boettcher	<i>SB</i>
	Mary Levesque	<i>ML</i>
	William Peterson	<i>WP</i>
	Albert Rachel	<i>AR</i>
	Kon Scott	<i>KS</i>

	Kyle Wales	
	Justin Wallace	✓
	Eric Welcome	
Police Department		
	Chris McKinstry	✓
	Elvira Ruiz	✓
	Jason Brough	
	Michele Herbster-Sloane	✓
	Robert Tempesta	✓
	Mary Mullen	✓
Part time	Pat Gray	✓
Part time	Richard McCurry	✓
	Denise Williams/ACO	✓
	JAN MILLER	✓
Library		
	Marsha Brinson	✓
	Lori Sadler	
	Mary Petrucelli	
	Beth Gobeil	
	Nicole LeFrancois	✓
	Alyssa Peca Herman	✓
	Victoria (Tory) Baker	✓

NANCY Brock ✓

} marsha

Name: Krista Kollgaard

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

- Continue operating under the current sick and Annual Leave (Vacation) time.
- Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

Note: The sick time you currently have available will be put in a bank for you to draw from for sick time until it is exhausted.

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Up to 5	15 (18 days per year)	350	100
5 to 10	17 (20.4 days per year)	500	200
10 to 15	20 (24 days per year)	520	300
15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Tulia Harris

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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10 to 15	20 (24 days per year)	520	300
15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

LOVE IT!!

Name: NANCY SLATON

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

- Continue operating under the current sick and Annual Leave (Vacation) time.
- Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

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10 to 15	20 (24 days per year)	520	300
15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Carol Osborne

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

Continue operating under the current sick and Annual Leave (Vacation) time.

Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: JOHN PEARSON

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Darnell Wilson

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Dawn Woods

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Rebecca Hewett

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

As a "Thank you" to eligible employees, could they sell up to 80 sick hours now for the current fiscal year?

Name: Pamela Winegardner

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Like idea of rewarding employees with less than
4 call ins a payout this year out of sick
if budget allows.

Name:

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Please feel free to include any comments related to PTO:

I could use some extra \$ since my husband has been injured for 2 yrs and not working and bills have accumulated.

I could sell out 40-80 hrs of my sick time if possible and available out of this fiscal year budget.

This will help out a bunch.

Name: Philomena R. Bodie

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Please feel free to include any comments related to PTO:

GREAT !!

Name: Kathy Learn

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Christie Gasneigh

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Michelle Billbreay

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Love it!! Thank you :)

Name: Becky Schneider

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Wendy Then

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Please feel free to include any comments related to PTO:

Name: THAD CARROLL

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Please feel free to include any comments related to PTO:

Name: Tia O'Neal

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Please feel free to include any comments related to PTO:

Name: Tamika DeFee

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Please feel free to include any comments related to PTO:

Name: ELVIRA M RUIZ

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Thank you!! ANOTHER WONDERFUL BENEFIT.

m

Name: JASON BROUGH

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: CHRIS MCKINSTRY

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Please feel free to include any comments related to PTO:

Name: Robert Tempesta

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Mary Mullen

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Excellent benefit, thank you.

Name: Jan Miller

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Michele Herbster-Sloane

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Please feel free to include any comments related to PTO:

Thank you for considering this program
I feel it will benefit us all.

Name: Denise Williams

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Beth Gobeil

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Years of Service	Hours earned Per Month (days per year)	Maximum Carried Forward	Maximum Payout
Up to 5	15 (18 days per year)	350	100
5 to 10	17 (20.4 days per year)	500	200
10 to 15	20 (24 days per year)	520	300
15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Victoria Baker

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

- Continue operating under the current sick and Annual Leave (Vacation) time.
- Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

Note: The sick time you currently have available will be put in a bank for you to draw from for sick time until it is exhausted.

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15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Nicole LeFrancois

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

- Continue operating under the current sick and Annual Leave (Vacation) time.
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15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Lori A. Sadler

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Mary Petracelli

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Nancy Brock - Library

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Marsha Brinson - library

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Alyssa Herman

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Kyle Wales

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Johnathon Wimes

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Peter Sullivan

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: C. T. Eagle

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Brenda Brock

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Peggy Smith

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Steve Boettcher

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: William Peterson

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Billy Kohn

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Albert Rachel

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Thomas Butch Goodman

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Sam Burt

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Robert Barnes

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Travis Leary

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Eriz Welcome

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Mary ↑ Levesque

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Philip Lerma

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Joe Grobb

Survey will not be considered valid unless employee's name is applied

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Please feel free to include any comments related to PTO:

Name: Justin Wallace

Survey will not be considered valid unless employee's name is applied

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Years of Service	Hours earned Per Month (days per year)	Maximum Carried Forward	Maximum Payout
Up to 5	15 (18 days per year)	350	100
5 to 10	17 (20.4 days per year)	500	200
10 to 15	20 (24 days per year)	520	300
15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: STEVEN PFOUTS

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

Continue operating under the current sick and Annual Leave (Vacation) time.

Implement Paid Time Off (PTO) which combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their Annual PTO for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care.

Note: The sick time you currently have available will be put in a bank for you to draw from for sick time until it is exhausted.

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15-20	22 (26.4 days per year)	540	350
20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: DARRYL FLAUNDER

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

- Continue operating under the current sick and Annual Leave (Vacation) time.
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Please feel free to include any comments related to PTO:

Name: Johnny R. Gosneish

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Leland Hubbell

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Kevin Yag Kum

Survey will not be considered valid unless employee's name is applied

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Jan Kao

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Michael D. Burske

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Victoria Chandler

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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20+	24 (28.8 days per year)	560	400

Please feel free to include any comments related to PTO:

Name: Brad Weeks

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:

Name: Sackton, Jacob R

Survey will not be considered valid unless employee's name is applied

In regards to PTO, please indicate your preference:

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Please feel free to include any comments related to PTO:
