



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA**

THURSDAY, JUNE 05, 2014 7:00 PM

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: May 15, 2014**
- 6. Special Presentations**
 - A. Life Saving Award Presented to Sgt. Anthony Seda of the Lake Mary Police Department**
 - B. Presentation of the proceeds from the Trailblazer's 5k**
 - C. Proclamation - Code Enforcement Officer Appreciation Week**
- 7. Citizen Participation**
- 8. Unfinished Business**

- A. Ordinance No. 1508 - Request for installation of a 20' flag pole within the roundabout on Timacuan Blvd. and Mohegan Blvd; Mr. Matt Cormia, applicant - Second Reading (Steve Noto, Senior Planner) (Public Hearing)**

9. New Business

- A. Status of property at 170 Wilson Drive (Bruce Fleming, Sr. Code Enforcement Officer)**
- B. Request from Misty Oaks Subdivision for a Neighborhood Beautification Grant (Steve Noto, Senior Planner)**
- C. Ordinance No. 1509 - Comprehensive Plan Text Amendments to the Transportation Element - First Reading (Public Hearing) (Steve Noto, Senior Planner)**
- D. Approval of purchase of 2014 Vac-Con Sewer Cleaner/Excavator (Bruce Paster, Public Works Director)**
 - 1. Resolution No. 939 - FY 14 Budget Amendment to provide for the purchase of replacement vehicle**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Janitorial services for City-owned buildings**
- b. Cold mix paving program**
- c. RFP #14-05 - Solid Waste Collection Services**

B. Items for Information

- a. None**

12. Mayor and Commissioners Report - 2

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: June 19, 2014

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held May 15, 2014,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.
4

5
6 I. Call to Order
7

8 The meeting was called to order by Mayor David Mealor at 7:05 P.M.
9

10 II. Moment of Silence
11

12 III. Pledge of Allegiance
13

14 IV. Roll Call
15

16 Mayor David Mealor	Jackie Sova, City Manager
17 Commissioner Gary Brender	Carol Foster, City Clerk
18 Deputy Mayor George Duryea	Dianne Holloway, Finance Director
19 Commissioner Thom Greene	John Omana, Community Dev. Dir.
20 Commissioner Jo Ann Lucarelli – Absent	Steve Noto, Senior Planner
21	Bruce Paster, Public Works Director
22	Dave Dovan, Asst. Public Works Dir.
23	Tom Tomerlin, Economic Dev. Mgr.
24	Bryan Nipe, Parks & Recreation Dir.
25	Steve Bracknell, Police Chief
26	Robin McKinney, Acting City Attorney
27	Mary Campbell, Deputy City Clerk
28	

29 V. Approval of Minutes: May 1, 2014
30

31 **Motion was made by Commissioner Brender to approve the minutes of the May 1,**
32 **2014, meeting, seconded by Deputy Mayor Duryea and motion carried**
33 **unanimously.**
34

35 VI. Swearing In of Thomas C. Greene, City Commission, Seat 3 – The Honorable
36 Judge Donna L. McIntosh
37

38 Judge Donna L. McIntosh and Thomas C. Greene came forward. Mr. Greene was
39 joined by members of his family. Judge McIntosh administered the Oath of Office.
40

41 Commissioner Greene recognized the members of his family: wife Linda, daughter
42 Erin, son Evan and grandson Owen. He thanked them for being here.
43

44 Commissioner Greene thanked Judge McIntosh for being here. He said she had
45 performed many years of service to the City, directed us in the right direction, gave us

1 great advice and made us the city we are. He congratulated her on her reelection to
2 circuit court judge without opposition.

3
4 Commissioner Greene recognized some friends who were present: former State
5 Senator Gary Siegel and Russ McClatchy from Timacuan.

6
7 Commissioner Greene thanked the Commission for giving him the privilege of serving
8 the rest of Commissioner Plank's term. He said he was honored to sit in his seat. He
9 was a great man. He knew him when he was his neighbor in Timacuan and watched
10 him contribute to the City for many years. He did a lot for the City and it is a privilege
11 and honor to take that seat.

12
13 Deputy Mayor Duryea congratulated former Mayor/Commissioner Greene.

14
15 Commissioner Brender extended well wishes to Commissioner Greene. He said they
16 had been friends for a good many years and was glad he was in a position to accept
17 this. We really needed to find somebody who could assume the role quickly with some
18 expertise and background. It was an opportune time and an opportune moment.

19
20 Mayor Meador said he had the pleasure of following a legacy of leadership and it was
21 under Thom's (Greene) direction that this city received the national recognition that truly
22 started to differentiate us from others. In many ways that legacy is contributing to the
23 economic development we experience today in our community and it is an absolute joy
24 to have an opportunity to sit next to him now as he did prior to going to Tallahassee.

25
26 VII. Special Presentations

27
28 A. Recognition of Employee of the First Quarter – Bill Elliott, Public Works
29 Specialist I

30
31 Ms. Sova thanked Bill for coming tonight. She said she frequently just announces who
32 the employee of the quarter is but Bill wanted to come and be recognized. He got a
33 unanimous vote for recognition as Employee of the Quarter. He did something special
34 and unique that Mr. Paster would describe that makes him stand out above and beyond.
35 He will be eligible to be Employee of the Year at the benefits fair.

36
37 Mr. Paster congratulated Commissioner Greene and was glad to see him back.

38
39 Mr. Paster said next month Bill Elliott will be celebrating 20 years of service with the City
40 of Lake Mary. What we all like about Bill is that he is always thinking. He is always
41 thinking of better ways of doing things, and usually easier ways of doing things, but this
42 time he thought of a more difficult way of doing something to save the City a lot of
43 money. We recycle our water meters. We used to turn them into our meter company to
44 give us a credit but that program stopped and we just recycle the metal and turn it in.
45 Our meters are made of brass and other materials. Bill took it upon himself to start
46 tearing apart the meters, pulling out all the innards and all the non-brass pieces. When

1 you turn in pure brass you get about double the money as “dirty brass”. We recycle
2 about 500 meters a year so we could save possibly \$5,000 a year.

3
4 Mr. Paster presented Bill Elliott with a certificate for Employee of the Quarter.

5
6 Mayor Meador said he knew Bill was doing a number of things that were very creative
7 and is saving the City a lot of money. In many ways that is a contributing factor to the
8 selection he has earned through his peers. He thanked Bill for a job well done.

9
10 B. Update on the Rescue Outreach Mission/Rescue Run Corporate 5K – James
11 Vickaryous, Race Chairman

12
13 James Vickaryous came forward. He stated he was a local attorney and has had an
14 office in Lake Mary for over ten years. It is a great city to practice law in. He thanked
15 everybody on the Board and everybody in the City for making it such a great place.

16
17 Mr. Vickaryous said in the past we have been guests in the City for our corporate run
18 and over the years have changed the race a bit. It is basically a corporate 5K modeled
19 after the Insurance Office of America’s race in Orlando. It is always done on a
20 Thursday night. Over the past couple of years we have had 800 to 1,200 runners come
21 out and run in it. Just about everybody on International Parkway where the race is held
22 come out and sponsors it. The Newport Group, his law firm, and a number of law firms
23 along that corridor sponsor it. Verizon had a number of teams participating in our run
24 this past March. It was a very successful race this year.

25
26 Mr. Vickaryous said another great thing about it is a Guns & Hoses challenge. The City
27 of Lake Mary participated. We asked Florida Hospital to be one of our main corporate
28 sponsors and through their funding were able to pay for the race entry fees for several
29 hundred firefighters and police officers to come out and participate in teams by
30 department and race against each other. Some of them get really into it and the firemen
31 will put on their fire outfits and run in their boots and the whole works. These guys are
32 still really fast even with all that equipment. It really is a nice corporate atmosphere.
33 Waste Pro comes out with their barbeque service and gives free barbeque to everyone
34 afterwards and asks for donations for the Rescue Outreach Mission. The local rotary
35 club comes out and serves beverages. Commissioner Lucarelli was there helping out.

36
37 Mr. Vickaryous said it has grown over the years. We started at Oval Park on the
38 Colonial Town Park property. It has brought the International Parkway business
39 community together. He said it had been fascinating to him over the years. He became
40 race chairman this year and intended to keep growing it. One of the nice things about it
41 is it has been very inclusive when it comes to the leadership of the run. He has been
42 pleased with the great number of people that have come out and wanted to help grow
43 the race. One of the things that we have noticed over the years is International
44 Parkway is growing, Verizon has come in, a number of other large businesses have
45 come in, and everybody has seemed to embrace this run as a corporate event. You
46 started the meeting off by congratulating Commissioner Greene with a lot of things he

1 did in the past to grow Lake Mary and make it a great corporate headquarters location.
2 This race has really helped gel that corporate community that's already come here and
3 making them step up and see some of the need that's out there and to give to that
4 need.

5
6 Mr. Vickaryous said one of the things we have been proud about is over the past couple
7 of years we have been able to raise \$40,000 to \$50,000 a year. This year we raised
8 \$44,000 and had expenses of around \$20,000. We are going to be able to give almost
9 \$20,000 to the Rescue Outreach Mission to help Seminole County's homeless. The
10 Rescue Outreach Mission is the only full service homeless center in the County. We
11 are pleased we were able to give that money to them and help them. We usually keep
12 a little money in the race account to pay for the next year's insurance and other things
13 they make us pay a couple of months in advance.

14
15 Mr. Vickaryous thanked the City of Lake Mary's Police Department. They did a great
16 job of keeping everybody safe and making sure the roads were open for us.

17
18 Mr. Vickaryous said we have been working with the City of Lake Mary to plan for next
19 year's race. We would like to have it on March 26, 2015. That fits into a week where
20 there is no Seminole County spring break. There are a lot of people out there who are
21 young corporate workers with families so for spring break a lot of them are not going to
22 be around and we try not to do it on that week. We believe we are going to have a lot
23 more sponsors next year. There were a number of sponsors interested but for whatever
24 reason budgetary-wise they were unable to do it this year but want to stick it in their
25 budget for next year. This is something that is going to continue to grow and be
26 something the City of Lake Mary can stick a feather in its hat in a much bigger way in
27 the future. He said he was here to say thank you and to help us come back.

28
29 Mayor Mealor said he had run that race and had also sponsored a UCF team and it is a
30 very nice event. There is a request for March 26, 2015. That whole region has
31 changed dramatically and thought there were variables in place that weren't there when
32 he sponsored the UCF team.

33
34 Commissioner Brender asked how many runners they had this year.

35
36 Mr. Vickaryous said there were 855 registered participants. There were more people
37 that came. For every runner there were a couple of people that came to hang out with
38 them. There were about 1,500 heads at the park after the race.

39
40 Commissioner Brender asked if they will direct staff to bring forward a date on that
41 officially.

42
43 Mayor Mealor said staff needs to review whether it can be done. The request is to hold
44 it on a Thursday evening. We know the traffic patterns out there are very different than
45 they were in the past. He asked Mr. Vickaryous to let them take it under review and

1 would get back with him. The Outreach Mission does great work for the community and
2 they are very deserving.

3
4 Ms. Sova said we have a Special Event Permit process that applies and the sooner that
5 is turned in the better because that has to be approved.

6
7 Mayor Mealor advised Mr. Vickaryous to get it in and let staff review it. There is a very
8 unique circumstance now with Verizon fully on line and some of the other ancillary
9 activities. He thanked Mr. Vickaryous for serving as race chairman. We appreciate
10 what that group does. It is a first class event.

11
12 Mayor Mealor welcomed the Acting City Attorney, Robin McKinney.

13
14 VIII. Citizen Participation

15
16 No one came forward at this time and citizen participation was closed.

17
18 IX. Unfinished Business

19
20 There was no unfinished business at this time.

21
22 X. New Business

23
24 A. Request for Final Plat approval for Pine Tree Terrace, 385 Pine tree Road
25 (Steve Noto, Senior Planner) (Public Hearing)

26
27 Mr. Noto said this is the final step in the Pine Tree Terrace subdivision process. The
28 Commission approved the final subdivision plan in February and they have since
29 constructed the infrastructure that was required for this subdivision. After this evening
30 they will be prepared to record the plat and start building their model homes.

31
32 Mr. Noto said something unique with the process we did for the applicant is that this
33 was heard by P&Z on Tuesday (May 13th). The reason we fast tracked them to the
34 Commission this evening is they were having some permitting issues with the County
35 and they needed the plat to be recorded so they could get their permits and start
36 working on the model homes.

37
38 Mr. Noto said the P&Z unanimously recommended approval at their meeting on
39 Tuesday. He noted the applicant was present.

40
41 Mayor Mealor asked if anyone wanted to speak in reference to this request. No one
42 came forward and the public hearing was closed.

43
44 **Motion was made by Commissioner Brender to approve the final plat for Pine**
45 **Tree Terrace, seconded by Commissioner Greene and motion carried by roll-call**

1 **vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner**
2 **Greene, Yes; Mayor Mealor, Yes.**

3
4 B. Ordinance No. 1508 – Request for installation of a 20-foot flagpole within the
5 roundabout on Timacuan Boulevard and Mohegan Boulevard; Matt Cormia,
6 applicant – First Reading (Steve Noto, Senior Planner) (Public Hearing)
7

8 The Acting City Attorney read Ordinance No. 1508 by title only on first reading.
9

10 Mr. Noto said in March we brought this item forward at a workshop to gather input as to
11 what the Commission thought about this type of proposal. After the meeting we got with
12 the applicant and met internally, spoke with the City Attorney, administration and the
13 City Manager to figure out the best way to go about doing this. We opted to do a quit
14 claim deed handing this property over to Timacuan. They already maintain it and will
15 continue to maintain it. We avoid any liability issues. We have an easement for utilities.
16 This way they can install the pole, the pedestal and monument. It will be quite an
17 improvement on the roundabout.
18

19 Mr. Noto said one of the items that came up at the workshop was where the pedestal
20 and flag were going to go. He pointed out the edge of the roundabout on the overhead
21 projector. The pole will be sit back about 14 feet and the pedestal will be further back,
22 essentially inviting people into the roundabout using the sidewalk system there to take a
23 look at the plaque. He said the text they are looking to have installed on the plaque was
24 delivered to him this week by the applicant. He noted the applicant was present.
25

26 Mayor Mealor asked if the request for a quit claim deed was similar to what we did with
27 Seminole State and the Weldon property.
28

29 Mr. Noto answered affirmatively.
30

31 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1508.
32

33 Matt Cormia, 707 Red Wing Drive, came forward. He stated he was one of the board
34 members and they have been on a beautification of the neighborhood. We have done
35 some front improvements and this was part of it showing our respect for our veterans in
36 our community. We are also planning to give this a little more life with some lights. He
37 said he would appreciate the Commission's approval. This touched his heart as he
38 comes from a family of veterans. Although they don't live in the community we owe
39 them the respect. He said he appreciated all of Steve's (Noto) help. He said he would
40 love to have the Commission there for the dedication.
41

42 No one else came forward and the public hearing was closed.
43

44 **Motion was made by Commissioner Brender to approve Ordinance No. 1508 on**
45 **first reading, seconded by Commissioner Greene.**
46

1 Commissioner Greene said we have been stingy with giving up City property. He
2 thought this was a good example of why we should consider doing something like that.

3
4 **Motion carried by roll-call vote: Deputy Mayor Duryea, Yes; Commissioner
5 Greene, Yes; Commissioner Brender, Yes; Mayor Meador, Yes.**

6
7 C. Resolution No. 938 – Supporting the continued operation of the Orlando VA
8 Medical Center located in Baldwin Park (Tom Tomerlin, Economic
9 Development Manager)

10
11 The Acting City Attorney read Resolution No. 938 by title only.

12
13 Mr. Tomerlin said this is a straight-forward resolution. It is supporting the continued
14 operation of the Baldwin Park VA Medical Center. There was concern about its
15 continued operation. It's retaining that facility in light of the new 138-bed facility opening
16 in Lake Nona and fully housing veteran services there. This resolution is a City
17 recommendation that the Orlando VA Medical Center remain open and operational in
18 service of our veterans.

19
20 Commissioner Brender thanked Mr. Tomerlin for bringing this forward. A lot of veterans
21 who utilize these services need them at a more localized place. In 10 to 20 years Lake
22 Nona may very well become a new center of the Orlando community but right now the
23 Baldwin Park facility is in the middle of what is Orlando. He thought it was critical that it
24 stay open.

25
26 Mr. Tomerlin said Congressman Mica deserves the credit for this. He has taken this
27 issue under his wing.

28
29 **Motion was made by Commissioner Greene to approve Resolution No. 938,
30 seconded by Commissioner Brender and motion carried unanimously.**

31
32 XII. Reports

33
34 A. City Manager

35
36 1. Reappointment to Police Pension Board

37
38 Ms. Sova said this is a reappointment to the Police Pension Board. The term for former
39 Mayor Dick Fess expires June 28, 2014, and he has indicated his desire to be
40 reappointed. She asked the Commission to reappoint Mr. Fess to the Police Pension
41 Board for two years.

42
43 **Motion was made by Commissioner Brender to reappoint Dick Fess to the Police
44 Pension Board for a two-year term, seconded by Commissioner Greene and
45 motion carried unanimously.**

1 Ms. Sova requested to schedule a work session for 5:30 P.M. on June 5th to discuss the
2 Country Club Road improvements and the downtown survey of businesses. There were
3 no objections from the Board.

4
5 Ms. Sova said all non-emergency offices will be closed on Monday, May 26th, in
6 observance of Memorial Day. No solid waste or recycling will be picked up that day but
7 Waste Management will have a makeup day the preceding Saturday, May 24th, for
8 those customers with a Monday collection day.

9
10 Ms. Sova said registration is ongoing at the new Community Center for summer camp.
11 The first week is over 60% full and the entire program is nearly 50% full.

12
13 B. Mayor

14
15 Mayor Mealor said this past Friday the *Orlando Business Journal* sponsored a Meet the
16 Mayors. That seems to be an Orange County/Orlando centric activity. He, Mayor
17 Lacey, as well as Mayor Swan of Kissimmee attended. Kissimmee being the second
18 largest city in Central Florida, second only to Orlando, we came away with a remarkable
19 region cooperation that is beginning to merge. We talk about it but are now putting it
20 into practice. We are all better because of that.

21
22 Mayor Mealor said tomorrow the League of Cities is sponsoring a Mayors Mean
23 Business Summit at the Marriott Hotel and the Commission is welcome. It commences
24 around 9:00 A.M. and they have a wonderful program. We have over 40 mayors that
25 will be in attendance.

26
27 C. Commissioners (1)

28
29 Commissioner Brender said CALNO met last week at the City of Oviedo. The City of
30 Winter Springs is choosing to withdraw from participating in CALNO events. It is a
31 factor of the way the Winter Springs Charter is drawn up. The mayor personally must
32 attend all intergovernmental boards. As Seminole County has grown the number of
33 intergovernmental boards has grown dramatically. The City of Winter Springs is opting
34 out of CALNO. He said he was not at that meeting but had been briefed on it. There will
35 be further discussion on this at the next meeting at the City of Sanford.

36
37 Mayor Mealor asked Commissioner Brender to keep them updated on that activity.

38
39 Deputy Mayor Duryea said he noticed in the Parks & Recreation reports that
40 participation at the Senior Center has doubled from the same month the previous year.
41 He asked where they get the saturation point.

42
43 Mr. Nipe said they were talking about this Monday with the Elder Affairs Commission
44 that we continue to see increases in participation, which is not a bad thing but we do
45 have a contained building. We have seen that our ratio of resident versus non-resident
46 has changed since we implemented the fees. We are about 25% resident and about

1 75% non-resident. We are still uneven but we are putting out comment cards and are
2 talking with folks and if we see that the demand of non-residents starts to push any of
3 our residents out or if any of residents cannot attend an activity then we will bring more
4 changes to the Commission in the future.

5
6 Deputy Mayor Duryea said if the trend continues—and hopefully it does—he asked
7 what they were going to do. They can't do those activities in the parking lot.

8
9 Mr. Nipe said we came in taking baby steps in terms of implementing fees for non-
10 residents. We found that has created a scenario where we are having less non-
11 residents come. In doing so we got the word out that there is a senior center and we
12 have that much more participation. We can come back and implement a fee at a
13 greater level. The fee we implemented is very reasonable for non-residents of \$20 a
14 year, or \$1 a visit. We can increase that to ensure that we may lose demand from non-
15 residents. We will continue to monitor.

16
17 Deputy Mayor Duryea asked if space was a problem.

18
19 Mr. Nipe said some say but we haven't gotten to the point where we have had to turn
20 anybody away. He has heard some complaints that it is a busy place. There is a lot of
21 activity going on but not to the point where we have had to turn anyone away, resident
22 or non-resident.

23
24 Mayor Meador said yesterday the Greater Seminole County Chamber of Commerce
25 sponsored a business expo at our Events Center. He said Mr. Nipe and his team did a
26 wonderful job. He received so many compliments. For some people it was their first
27 time in the Events Center and they were taken aback at its beauty. Staff did an
28 amazing job and he thanked them. That reflects positively on all of us.

29
30 Commissioner Greene said he and his son had a tour of the new Community Center
31 and it is spectacular.

32
33 D. City Attorney

34
35 Ms. McKinney had no report at this time.

36
37 XIII. Adjournment

38
39 There being no further business the meeting adjourned at 7:45 P.M.

40
41
42
43
44 _____
45 David J. Meador, Mayor

46 _____
Mary Campbell, Deputy City Clerk

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2
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6
7

ATTEST:

Carol A. Foster, City Clerk

DRAFT



Lake Mary, Florida
Office of the Mayor
Proclamation

- Whereas, Code Enforcement Officers provide for the safety, health and welfare of the citizens in the community through the enforcement of building, zoning, animal control, environmental and other codes and ordinances; and*
- Whereas, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and*
- Whereas, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and*
- Whereas, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and*
- Whereas, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and*
- Whereas, the Florida Association of Code Enforcement (FACE) has declared the first week of June be set aside by local government to honor and recognize Code Enforcement Officers.*

NOW, THEREFORE, I, DAVID J. MEALOR, by virtue of the authority vested in me as Mayor of the City of Lake Mary, Florida, do hereby proclaim the week of June 2, 2014, through June 6, 2014, as:

“CODE ENFORCEMENT OFFICER APPRECIATION WEEK”

in the City of Lake Mary, Florida, and encourage citizens to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as Code Enforcement Officers.

Duly proclaimed this 5th day of June, A.D., 2014.

CITY OF LAKE MARY, FLORIDA

By: _____
DAVID J. MEALOR, MAYOR



MEMORANDUM

DATE: June 5, 2014

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Stephen Noto

SUBJECT: Ordinance No. 1508 - Request for installation of a 20' flag pole within the roundabout on Timacuan Blvd. and Mohegan Blvd; Mr. Matt Cormia, applicant - Second Reading (Steve Noto, Senior Planner) (Public Hearing)

DISCUSSION: At the March 20, 2014 City Commission meeting, staff presented a conceptual plan for the installation of a flag pole, with American flag, and a veterans memorial within the roundabout at Timacuan Blvd. and Mohegan Blvd. At that time, staff requested direction from the Commission as to whether the Commission would be open to allow the construction of such improvements within City right-of-way (ROW). The direction given was to work with the applicant, Mr. Matt Cormia, and to come back at a later date with the necessary legal documents.

Staff has prepared an Ordinance to convey the property to Timacuan. The quit claim deed includes easement language in favor of the City for ROW/utility maintenance as well as access for the public.

RECOMMENDATION: Staff recommends approval of Ordinance No. 1508.

ATTACHMENTS:

- Ordinance No. 1508
- Quit claim deed
- Elevation
- Detail plan of flag pole

ORDINANCE NO. 1508

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, PURSUANT TO ARTICLE XII, SECTION 12.01 OF THE CITY'S CHARTER, AUTHORIZING THE CONVEYANCE OF CERTAIN SURPLUS PROPERTY KNOWN AS THE TIMACUAN ROUNDABOUT, MORE PARTICULARLY DESCRIBED HEREIN, SAID PROPERTY TO BE USED FOR A FLAG POLE, AMERICAN FLAG, AND VETERANS MEMORIAL SUBJECT TO A BLANKET EASEMENT IN FAVOR OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS AND EFFECTIVE DATE.

WHEREAS, the Timacuan Community Services Association, Inc. (herein after referred to as "Timacuan") has agreed to install a flag pole with American flag, and veterans memorial, within the roundabout in Timacuan, located and more particularly described in Attachment "A" (hereinafter referred to as the "Subject Property"); and

WHEREAS, Timacuan currently maintains the Subject Property as part of its overall maintenance of the Timacuan subdivision; and

WHEREAS, the City of Lake Mary finds that the Subject Property is surplus, and that the best use of the Subject Property is for a Veterans' memorial, to be maintained by those within Timacuan due to its location within the Timacuan community; and

WHEREAS, the City of Lake Mary has determined that conveyance of the Subject Property to Timacuan is in the best interest of the residents of the City of Lake Mary for the purposes of installation of a flag pole with American flag, and veteran's memorial; and

WHEREAS, Timacuan has offered to own and maintain the Subject Property; and

WHEREAS, the City will retain an easement over the Subject Property for governmental purposes, including pedestrian access for viewing and visiting the improvements, for utilities, and right-of-way purposes.

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

Section 1. That the City of Lake Mary, Florida be and it is hereby authorized to convey the Subject Property located within the City of Lake Mary, Seminole County, Florida, and further described in Attachment "A".

Section 2. Upon approval of the ordinance, the City Manager of the City of Lake Mary, Florida, be and she is hereby authorized to execute a Quit Claim Deed for the conveyance of title in and to the Subject Property described in Attachment "A" to Timacuan Community Services Association, Inc.

Section 3. Timacuan Community Services Association, Inc. shall pay such recording fees and other sums as may be required by the Clerk of the Circuit Court and the laws of the State of Florida for the recording of such instruments including but not limited to payment for documentary tax stamps as same may be required pursuant to Fla. Stat. 201.02.

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

Section 5. This Ordinance shall be effective immediately upon passage and adoption.

FIRST READING: May 15, 2014

SECOND READING: June 5, 2014

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

Approved as to form and legality:

CITY ATTORNEY, Catherine Reischmann

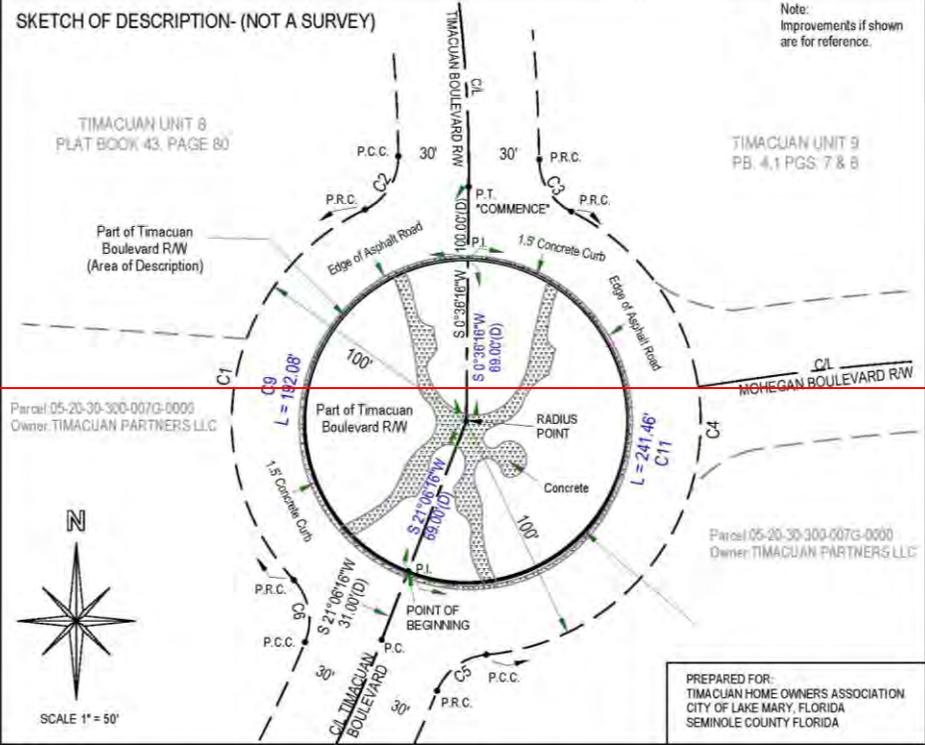
ATTACHMENT "A"

NOTES:

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Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	107°08'59"	100.00	187.01	135.51	160.83	N 10°51'32"E
2	65°03'42"	25.00	28.39	15.95	28.89	N 31°54'11"E
3	62°54'40"	25.00	27.45	15.29	26.99	S 31°53'35"E
4	148°24'46"	100.00	259.03	353.54	192.45	N 10°51'22"W
5	62°48'18"	25.00	27.40	15.26	26.05	S 52°38'42"W
6	65°12'48"	25.00	28.45	15.99	26.94	N 10°08'33"W
7	0°00'00"	69.00	433.54	0.00	0.00	N 90°00'00"W
8	159°30'00"	69.00	192.08	381.57	135.80	S 10°51'16"W
9	159°30'00"	69.00	192.08	381.57	135.80	N 10°51'16"E
11	200°30'00"	69.00	241.46	0.00	135.80	N 10°51'16"E

Boundary And Mapping Associates, Inc.
 LAND SURVEYORS
 LB 4565
 109 WEST ORANGE STREET
 ALTAMONTE SPRINGS, FL 32714
 PH. (407) 696-1155



DESCRIPTION

That part of Timacuan Boulevard Right-of-Way, as shown in the recorded plat of Timacuan Phase I, and recorded in Plat Book 36, Pages 66-69, Of the Public Records of Seminole County, Florida, and more particularly described as follows:

Commence at a Point of Tangency along the centerline of the aforesaid Timacuan Boulevard Right-of-Way and being the Northern most point of an arc having a 100 foot radius and shown in the aforesaid recorded Plat of Timacuan Phase I, Plat Book 36, Pages 66-69. Thence run S 00°36'16"W along the said centerline a distance of 100.00 feet to the Radius Point of said arc, thence continue S 21°06'16"W along the said centerline a distance of 69.00 feet to a point intersecting with an arc having a radius of 69.00 feet and for the purposes of this description, the Point of Beginning. Thence run Northerly along said arc concave Easterly, and through a Central Angle of 159°30'00", an arc distance of 192.08 to a point on said arc intersecting with the aforesaid centerline of Timacuan Boulevard; thence continue Southerly along said arc, now concave to the West, through a central angle of 200°30'00", an arc distance of 135.80 feet and returning to the aforesaid Point of Beginning.

Parcel Containing 14,957.123+- Square Feet and 0.343+- Acres.
 Subject to any Easements and Restrictions of Record.

JOB NO.: 14-493 DATE: FIELD: 04-13-14 SIGNED: 04-21-14 DRAWN BY: RWJ P.C.: RP	LEGEND REC - RECOVERED IR - IRON PIPE U.C. - ULLAGE CAP S.M. - CONCRETE MONUMENT RB - REBAR RAD - RADIAL N.R. - NOT RADIAL NAD - NAIL & DISK PF - PER-PLAT IM - AS REQUIRED (D) - PER DESCRIPTION O.L. - ON LINE P.T. - POINT OF TANGENCY P.C. - POINT OF CURVATURE P.T. - POINT OF TANGENCY	CONCRETE P.T. - POINT OF TANGENCY P.C. - POINT OF CURVATURE P.I. - POINT OF INTERSECTION R.P. - RADIUS POINT R - RADIUS L - LENGTH OF ARC CA - CENTRAL ANGLE O.E. - UTILITY EASEMENT D.E. - DRAINAGE EASEMENT L.E. - LANDSCAPE EASEMENT C - CURVE	This is a digitally signed and sealed drawing of a Sketch of Description performed under the supervision of the undersigned. Six copies are authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The sketch meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5, Part 1, F.S.C. pursuant to section 472.007 Florida Statutes. RODNEY W. JACKSON, PSM 6281	
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THIS INSTRUMENT WAS PREPARED

BY AND RETURN TO:

Stephen Noto, Senior Planner
City of Lake Mary
Community Development Department
911 Wallace Court
Lake Mary, Florida 32746

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed the _____ day of _____, 2014 by the **CITY OF LAKE MARY**, Florida, a municipal corporation, whose mailing address is P.O. Box 958445, Lake Mary, FL 32795, first party or “City”, to **TIMACUAN COMMUNITY SERVICES ASSOCIATION, INC**, whose address is in care of Premier Association Management of Central Florida, Inc., 725 Primera Boulevard, Suite 115, Lake Mary, FL 32746, second party, or Grantee.

(Wherever used herein the terms “first party” and “second party” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the first party, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00), in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the lot, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, as is more particularly described in the attached Exhibit “A”.

RESERVATION: City reserves unto itself, and its agents, and for the benefit of the public, a permanent easement for pedestrian access for purposes of viewing and visiting the improvements, and for the installation, maintenance of public utilities or other public improvements, or for rights-of-way, with full authority for the City to enter upon the herein described property for the purposes of clearing and removing from said easement any trees, undergrowth, and other obstructions that may interfere with location and operation of utilities or any structures installed thereon by the City and its assigns, provided, however, before clearing any areas, City shall notify Grantee.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit, and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

WITNESSES:

CITY OF LAKE MARY, FLORIDA

(signature)

By: _____
David J. Mealor, Mayor

(print name)

ATTEST:

(signature)

By: _____
Carol A. Foster, City Clerk

(print name)

Address: P.O. Box 958445
Lake Mary, FL 32795-8445

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by DAVID J. MEALOR, Mayor and CAROL A. FOSTER, City Clerk, of the City of Lake Mary, Florida, who are personally known to me.

Notary Public
Print Name: _____
My Commission expires:

EXHIBIT "A"

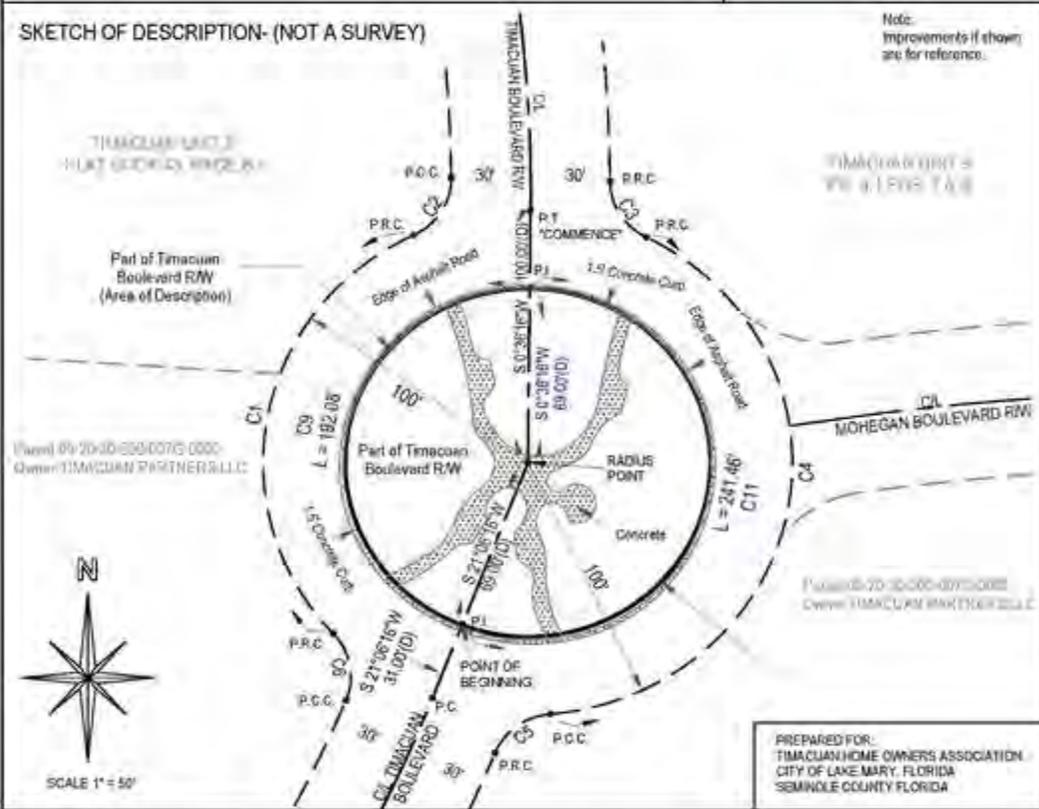
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LAND SURVEYORS
LB 4865

**Boundary
And
Mapping
Associates, Inc.**

169 WEST ORANGE STREET
ALTA MONTE SPRINGS, FL
32714
PH (407) 996-1155



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Subject to any Easements and Restrictions of Record.

<p>JOB NO: 14-493</p> <p>DATE FIELD: 04-13-14</p> <p>SIGNED: 04-23-14</p> <p>DRAWN BY: RWJ</p> <p>P.C.: RP</p>	<p>LEGEND</p> <p>--- 100' RADIUS</p> <p>--- 69' RADIUS</p> <p>--- 25' RADIUS</p> <p>--- 100' RADIUS</p> <p>--- 69' RADIUS</p> <p>--- 25' RADIUS</p> <p>--- 100' RADIUS</p> <p>--- 69' RADIUS</p> <p>--- 25' RADIUS</p> <p>--- 100' RADIUS</p> <p>--- 69' RADIUS</p> <p>--- 25' RADIUS</p>	<p>This is a final plat and is not a survey of a parcel of land. It is a plat of a portion of the aforesaid parcel of land. It is not a survey of the whole parcel of land. It is a plat of a portion of the aforesaid parcel of land. It is not a survey of the whole parcel of land. It is a plat of a portion of the aforesaid parcel of land. It is not a survey of the whole parcel of land.</p> <p style="text-align: center;"><i>Rodney W. Jackson</i></p> <p style="text-align: center;">RODNEY W. JACKSON, PSM 6281</p>
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MEMORANDUM

DATE: June 5, 2014
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Bruce Fleming, Sr. Code Enforcement Officer
SUBJECT: Status of property at 170 Wilson

On May 22, 2014, the City received a petition from residents that live near the above-referenced property. Due to its condition, they are requesting that the City demolish the abandoned structure. Listed below is a brief history of the City's actions regarding this property.

Code Enforcement: This property has been found in violation of city code seven (7) times starting in 2001 to present. Consistent with Florida Statutes and the Lake Mary Code of Ordinances, on each occasion of an alleged violation of an ordinance the respondent must be allowed a reasonable time to correct the violation. If a code violation is not corrected within the specified time given by the code officer the matter is set for public hearing before the Lake Mary Code Enforcement Board. In this case, of the seven (7) cases of code violations, the property owner has always managed to correct the issue prior to the date of the hearing; therefore the case has been withdrawn. The most recent case against this property was set for hearing on May 20, 2014, but was subsequently withdrawn due to compliance. Since that time, staff has been directed to present any violations to the Code Board, even if the violations are corrected.

Building Code: As you may be aware, the Florida Building Code and the Lake Mary Code of Ordinances authorizes the Building Official to determine the structural integrity of buildings. When the Building Official has reasonable cause to believe a structure is unsafe, the Building Official may inspect the structure and require any necessary repair. An unsafe building is defined as any condition or code violation that causes the building structure, premises, electrical, gas, mechanical or plumbing system to be unsafe. Any

requirements not covered by the Building Code or the Code of Ordinances necessary for the strength, stability or proper operation of an existing building for the public safety, health and general welfare not specifically covered by the Building Code or other technical codes may be determined by the Building Official. The Wilson property has been inspected by the Building Official for Building Code violations from time to time beginning in 2001. As violations of the Building Code are found on the property; the owner is given a reasonable time to make any required corrections or face demolition. The property owner has always resolved these violations. Currently, the Building Official has no issues with this location.



Property Record Card

Parcel: 08-20-30-501-0600-0080

Owner: NELSON AILA & NELSON KENT

Property Address: 170 WILSON DR LAKE MARY, FL 32746

Parcel: 08-20-30-501-0600-0080

Property Address: 170 WILSON DR
Owner: NELSON AILA & NELSON KENT
Mailing: 170 WILSON DR
 LAKE MARY, FL 32746
Subdivision Name: CRYSTAL HEIGHTS
Tax District: M1-LAKE MARY
Exemptions:
DOR Use Code: 01-SINGLE FAMILY

Value Summary		
	2014 Working Values	2013 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$31,325	\$29,673
Depreciated EXFT Value	\$200	
Land Value (Market)	\$19,035	\$19,035
Land Value Ag		
Just/Market Value **	\$50,560	\$48,708
Portability Adj		
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$0	\$0
Assessed Value	\$50,560	\$48,708

Tax Amount without SOH:	\$835.54
2013 Tax Bill Amount	\$835.54
Tax Estimator	
Save Our Homes Savings:	\$0.00

* Does NOT INCLUDE Non Ad Valorem Assessments



Legal Description

LEG E 45 FT OF LOT 8 BLK 6
 CRYSTAL HEIGHTS
 PB 6 PG 11

Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	\$50,560	\$0	\$50,560
Schools	\$50,560	\$0	\$50,560
City Lake Mary	\$50,560	\$0	\$50,560
SJWM(Saint Johns Water Management)	\$50,560	\$0	\$50,560
County Bonds	\$50,560	\$0	\$50,560

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	8/1/2004	05452	1225	\$60,000	Yes	Improved
TRUSTEE DEED	3/1/1992	02405	0316	\$100	No	Improved
TRUSTEE DEED	4/1/1982	01387	1863	\$9,700	Yes	Improved

Find Comparable Sales within this Subdivision

Land

Method	Frontage	Depth	Units	Units Price	Land Value
FRONT FOOT & DEPTH	45	126	0	\$450	\$19,035

Building Information

#	Description	Year Built Actual/Effective	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages								
1	SINGLE FAMILY	1940/1970	3	762	1,178	762	SIDING AVG	\$31,325	\$41,217	<table border="1"> <thead> <tr> <th>Description</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>SCREEN PORCH UNFINISHED</td> <td>140</td> </tr> <tr> <td>ENCLOSED PORCH UNFINISHED</td> <td>56</td> </tr> <tr> <td>CARPORT UNFINISHED</td> <td>220</td> </tr> </tbody> </table>	Description	Area	SCREEN PORCH UNFINISHED	140	ENCLOSED PORCH UNFINISHED	56	CARPORT UNFINISHED	220
Description	Area																	
SCREEN PORCH UNFINISHED	140																	
ENCLOSED PORCH UNFINISHED	56																	
CARPORT UNFINISHED	220																	

Permits

Permit #	Type	Agency	Amount	CO Date	Permit Date
01030	Addition - Residential	Lake Mary	\$3,500		8/24/2004
00999	Addition - Residential	Lake Mary	\$1,700		5/1/2002
00929	Addition - Residential	Lake Mary	\$2,200		5/1/2002

Extra Features

Description	Year Built	Units	Value	New Cost
PATIO 1	10/1/1970	1	\$200	\$500

DEMOLISH THE ABANDONED PROPERTY
170 Wilson Drive
Lake Mary, FL 32746
Kent Nelson
Parcel ID: 08-20-30-501-0600-0080
PLAT. LEG E 45 FT OF LOT 8 BLK 6
CRYSTAL HEIGHTS
PB 6 PG 11



Mayor David Mealor
City of Lake Mary
100 North County Club Road
Lake Mary, FL 32746
(407) 585-1400

Health and Public Safety

May 8, 2014

This house has been vacant since 2007 and has been residence to a homeless man, rodents and an eyesore to the neighborhood. No human being could survive the unsanitary conditions of this house.

On Numerous occasions Mr. Bruce Flaming from Code Enforcement has been notified about the conditions of this property with the lawn maintenance, dangerous dead trees, and junk in and around the house.

It is very unfortunate that the residents, many of whom are actual property owners who diligently pay taxes, have assumed responsibility of keeping the yard cut and home maintained.

This house is abandoned, deplorable and beyond repair. As it stands, it's a threat to our health and public safety and a welcome mat to vagrants, vermin's and devalues the surrounding property.

Please sign and urge the City of Lake Mary to take the necessary action to:
DEMOLISH THE ABANDONED PROPERTY

Thank You

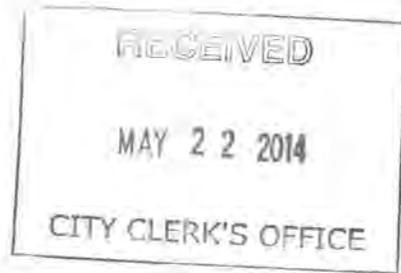
5/22/14

Name	Address	Signature
David Gray	457 Gehr Lane	David Gray
James Brandt	464 Gehr Lane	James Brandt
Dan Williams	469 Gehr Lane	Dan Williams
Jackie Crawford	465 Gehr Lane	Jackie Crawford
DENNIS CRAWFORD	465 GEHR LN.	Dennis Crawford
WHITEY POTTRUFF	470 GEHR LANE	Whitey Pottruff
CAROL POTTRUFF	470 Gehr Lane	Carol Pottruff
Joseph FERNANDEZ	135 Crystal Dr.	Joseph Fernandez
SCOTT THREKELD	135 CRYSTAL DR	Scott Threkeld
Billy Hess	430 Gehr Lane	Billy Hess
Earl Pytko	130 Gehr Lane	Earl Pytko
Karl Fine	435 Gehr Lane	Karl Fine
Maura Fine	435 Gehr Lane	Maura Fine
Nell Hill	144 Wilson Drive	Nell Hill
Wally Hill	144 Wilson Drive	Wally Hill
Justin Clippard	160 Wilson Dr	Justin Clippard
DAVID B LONG 57	420 GEHR LN	David B Long
David Long	394 Seminole Ave	David Long

5/22/14

5/22/14

Name	Address	Signature
Wendy Duxtater MONTE DUXTATER	441 Behr lane 11	<i>Wendy Duxtater</i> <i>Monte Duxtater</i>
Cynthia Lee Bennett	470 W Lakeview Ave	<i>C Lee Bennett</i>
Mike Johnston	434 W. Lakeview Ave.	<i>Mike Johnston</i>
GARY A. BRIGGS	188 Park Place	<i>Gary Briggs</i>
Laurie E Meabr	123 Park Place	<i>Laurie E Meabr</i>
Leah Backus	355 W Lakeview	<i>Leah Backus</i>
Tim Backus	355 W. Lakeview	<i>Tim Backus</i>
Jolie Cingle	320 W. Lakeview	<i>Jolie Cingle</i>
SAMUEL F EWING	317 W. Lakeview	<i>Samuel F Ewing</i>
Ulfon Coufo	340 Seminole Ave	<i>Ulfon Coufo</i>
EDWARD WILSON	379 W LAKEVIEW	<i>Edward Wilson</i>
JOHN MILLOXIG	393 W LAKEVIEW	<i>John Milloxig</i>
JOHN JONES	419 W LAKEVIEW	<i>John Jones</i>
KATHY HAMMOND	456 GEHR LN	<i>Kathy Hammond</i>
Melvin Busby	456 Gehr LN	<i>Melvin Busby</i>
HARRY FEATHER	456 GEHR LN	<i>Harry Feather</i>
GREG PETERSON	451 GEHR LN	<i>Greg Peterson</i>
LAURA PETERSON	451 GEHR LN	<i>Laura Peterson</i>



Kent Nelson
1809 S 123rd Drive
Avondale, Arizona 85323-3148
610 517 3641

Kent7Nelson@gmail.com

Ms. Donna Clippard

160 Wilson Drive

Lake Mary, Florida

Dear Donna, I hope this letter finds you and your family in good health.

Along with this letter is a copy of a letter I sent to the Governor of the state of Florida begging for any possible intervention into the matters having to do with the 170 Wilson Drive property. I don't know the structure of the government in Florida so I went to the most visible official I could find.

Since our last contact I have remarried (my first with passed away in 2012) and moved to Arizona. I am now on a fixed income so I am severely stressed from having to pay for persons to visit the site periodically to maintain it.

I sincerely apologize to you and the community for the trouble this has caused. As I have stated in my letter to the governor I have suffered catastrophic monetary loss; I never got involved in this for profit. Aila mislead her children to believe that I turned my back on them, I can document that that is not so. Now the children won't communicate with me and they forbid other family members to assist in finding them.

I ask on bended knee for any help or input you or any of your neighbors are willing to provide to resolve the issues with the property.

Sincerely, Kent Nelson



Kent Nelson

1809 S 123rd Drive

Avondale, Arizona 85323

Kent7Nelson@gmail.com

610 517 3641

19April14

Office of Governor Rick Scott
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

RE: 170 Wilson Drive, Lake Mary, Florida 32746

Dear Governor Scott,

This is an appeal for help in a desperate situation.

My youngest sister lived in the above cited property at Lake Mary. She could not afford to pay for it due to a serious medical condition so I financed the property in my name.

My sister passed away due to breast cancer in 2008. Now her two children, both over 21 years of age, **refuse to cooperate in the probate process** so the property can be sold. The children are bitter toward me because they have been led to believe that I am their "rich" uncle, which is far from the truth. A sale of the property would not benefit me monetarily; in fact it has been a catastrophic loss for me and continues to be an eye sore in the community of Lake Mary. Since I live thousands of miles away I have to hire persons to visit and clean up the site.

My letters to the children have been returned with no forwarding address and all electronic communications have been ignored.

All the legal advice I've gotten says this is an impossible situation.

The local government people have been tolerant but the people in the community are not happy about a vacant property in the area.

I beg for some intervention. I don't know what government agency to appeal to so I appeal to you, Sir.

Sincerely, Kent Nelson





MEMORANDUM

DATE: June 5, 2014

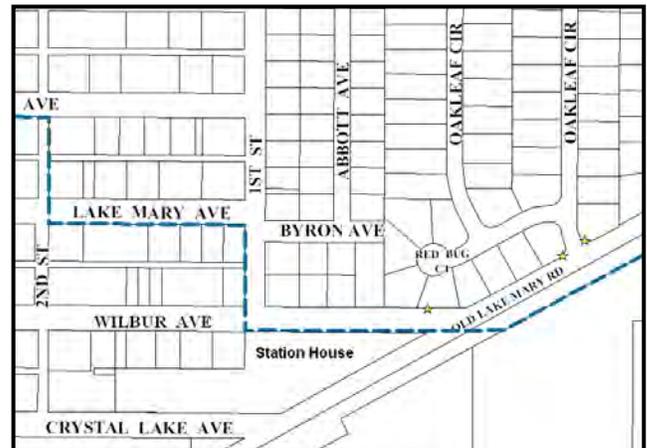
TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto, Senior Planner

SUBJECT: Request from Misty Oaks Subdivision for a Neighborhood Beautification Grant (Steve Noto, Senior Planner)

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



in the areas of economic stability, exceptional quality of life, and community security.

DESCRIPTION OF PROJECT: This project is divided into two parts. The first part of the project is for entry improvements to the subdivision's main entry at Old Lake Mary Road and Oakleaf Circle. The second part of the project is for irrigation repair along the subdivision wall adjacent to Wilbur Avenue. The irrigation was damaged during construction of the Station House project.

The total project cost, for both the entry improvement and irrigation repair, is \$6,141.00 based upon estimates received from local vendors. The applicant is proposing to provide a cash match of \$307.05, which would bring the City's participation to \$5,833.95. The applicant is requesting funding as they have had to incur significant costs due to long term entrance maintenance, brick wall maintenance and repair, irrigation repairs, new lighting, and assorted stormwater and retention pond maintenance and repairs.

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

Proposed Improvements: The project will accomplish the following goals:

- General landscape trimming and site clean up
- Installation of new plantings, borders, and mulching
- Irrigation repair
- Improvement of a gateway area into the Downtown

Originally, the proposal was just going to improve the entry into the subdivision. However, due to the irrigation damage that was done as part of the Station House project, the applicant modified the application to include repair to the irrigation system adjacent to Wilbur Avenue. Because of that, the total cost of the grant request exceeded the \$5,000 limit. While staff cannot recommend more than a \$5,000 grant, staff feels that the circumstances are unique enough for the City Commission to approve an amount that exceeds the \$5,000 limit. As a side note, only one other request has been submitted during the 2014 fiscal year funding cycle, leaving just over \$20,000 in the program.

FINDING OF FACT: Staff has found that the request for a Neighborhood Beautification Grant for the Misty Oaks subdivision meets the requirements of the Neighborhood Beautification Program. Staff recommends approval of \$5,000 in grant funding. If the City Commission wishes to approve a higher funding amount, staff recommends the following:

- That the board find that unique circumstances exist, via the unexpected irrigation damage and that the subdivision is located as a gateway into the Downtown and SunRail area, and recommend total funding not to exceed \$5,833.95.

PARKS AND RECREATION BOARD: The Parks and Recreation Board met on Monday, May 5, 2014, but there was not a quorum present to vote on this item. However, the three members that could comment on the item voiced their support that it was a good project, and that the City Commission should approve it at the requested funding amount.

ATTACHMENTS:

- Misty Oaks Neighborhood Beautification Grant Application Package
- May 5, 2014 Parks and Recreation Board Minutes

Misty Oaks Homeowners Association
c/o Ellen Adamowicz
324 Oak Leaf Circle
Lake Mary, FL 32789

April 7, 2014

RECEIVED

APR 17 2014

CITY OF LAKE MARY
COMMUNITY DEVELOPMENT DEPT

Mr. Stephen Noto, Planner
City of Lake Mary
Community Development Department
Planning & Zoning Division
911 Wallace Court
Lake Mary, FL 32746

RE: Application for Neighborhood Beautification Grant (NBG)
Misty Oaks Homeowners Association
2014

Dear Mr. Noto:

In accordance with the City of Lake Mary's permit and development assistance program, attached are the items needed for submission of the initial First Step Process for a Neighborhood Beautification Grant (NBG) to be considered for the 2014 fiscal budget. Attached please find the following for your review, approval and/or processing as follows:

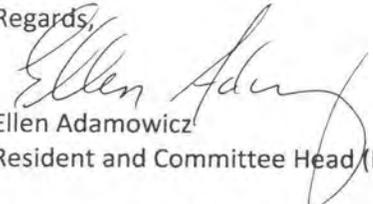
Completed and executed Application with attachments.

Special Addendum to Application in support of request for irrigation repair funds due to special circumstances, to wit: Damage was caused to the irrigation system when sidewalks were moved under the authority of the City of Lake Mary to accommodate a new apartment complex.

Please contact me for any additional information needed to complete this processing. We are anticipating that the submission would be submitted to the Parks & Recreation Advisory Board in May, 2014 and if approved by the board, submitted to the City Commission for their first scheduled meeting thereafter. Kindly advise accordingly.

Thank you for your time, attention, and consideration of this matter.

Regards,


Ellen Adamowicz
Resident and Committee Head (PAT)

Enclosures – As Stated

EXHIBIT "A"

NEIGHBORHOOD BEAUTIFICATION GRANT (NBG)

PAGE 1 – PROJECT NARRATIVE

PAGE 2 – ELIGIBILITY

EXHIBIT "A"

Project Narrative and Request for Grant

Misty Oaks Homeowners Association

RE: Application and Request for a Neighborhood Entry Beautification Grant (NBG)

Amount of Request: \$4,408.95

Amount of Contribution by Association: \$232.05 (Required 5% contribution)

Fiscal Year: 2014-2015

Name of Project: Misty Oaks Homeowners Association

Located at the development entrances of Old Lake Mary Road and Oak Leaf Circle in the City Limits of Lake Mary, Seminole County.

Total Number of Houses – 62

Original Construction – Started in 1989

Significant Allocation of Homeowner Association Funds since inception:

Had to maintain entrance along brick wall and entrance, i.e., lawn care, plants, irrigation, etc. (mow, fertilization, pest control, replace sod and shrubs)

Repairs were made to the brick wall to maintain integrity of same.

Various irrigation repairs to maintain plants and lawn.

Installation of new lighting to entrance on both sides.

Costs have been expended for the retention pond maintenance to insure proper drainage.

Presently, extensive costs and repairs to the storm drain system which runs through development.

Exhibit "A"

ELIBIBILITY REQUIREMENT:

Serve a public purpose – the request will significantly upgrade the entrance to the project on Old Lake Mary Road and Oak Leaf Circle. The areas being improved are adjacent to one of the "gateway" entrances to the City of Lake Mary – along the new train station and The Station Apartments. Pictures are attached as Exhibit "C" as to how the entrance is visible today and do not present an image that neither the Homeowners Association nor the City could be proud of. So, we believe, the grant will enable us to upgrade and beautify not only the entrance but the city entrance associated with the new train station area gateway to the downtown area. The renderings are attached as Exhibit "F" showing what the entrances and surrounding areas will look like after completion of the proposed grant monies.

Attached as Exhibit "E" are authorized and notarized meeting minutes of the Board of Directors (BOD) of Misty Oaks Homeowners Association, dated March 3, 2014.

Contained within this narrative and as required by this eligibility section is the need for the project as all of the current work is in disrepair and because of previous much needed costly repairs on behalf of this small association, it is a financial hardship.

Project Action Team (PAT) consists of five (5) residents as outlined below:

Ellen Adamowicz – 324 Oak Leaf Circle – Phone 407-463-3092 – Lead
Mary Jenkins – 325 Oak Leaf Circle – Phone 407-712-4626 – Alternate
Lee Jenkins – 325 Oak Leaf Circle – Phone 407-712-4626
Robert Adamowicz – 324 Oak Leaf Circle – Phone 407-321-9648
John Graves - 310 Oak Leaf Circle – Phone 407-323-4069

A Grant Action Plan (GAP) is attached as Exhibit "F" outlining how the project will be completed in the required 6 month timeline – the required five (5) year maintenance plan will be included as a requirement for our contracted landscape vendor.

The project will be located in 2 distinct areas with all improvements located within the confinements of the designated common areas of the Misty Oaks Homeowners Association.

(Entrance at the corner of Old Lake Mary Road and Oak Leaf Circle, and brick wall along Old Lake Mary Road corridor. See Exhibit "D".

PLEASE NOTE THE FOLLOWING:

This project is not part of our regular budget, but a special request, the ongoing maintenance will become part of our regular budget with our contractor vendor providing this service.

There are no gifts of appreciation, nor work without receipts, no food is included, and all of the work does not include any reimbursement for purchases made prior to receiving this funding.

The project consists of the following improvements: Landscaping, including shrubbery, flowers, ground plants, irrigation, mulching and tree trimming.

EXHIBIT "B"

QUOTES AND BUDGET:

1. BAKER COMMERCIAL LANDSCAPING, INC. - \$4,641.00
2. LANDSCAPES OF FLORIDA - \$3,500.00

QUOTE #1 – REPRESENTS BUDGET



Baker Commercial Landscaping, Inc.
 2699 N. Forsyth Road
 Suite 111
 Orlando, FL 32807

Phone: 407-339-8821
 Fax: 407-339-5191
 Email: info@bakerlandscaping.com
 Web: www.bakerlandscaping.com

Proposal
 13044

Page # 1 of 1
 Proposal Created On: 01/21/2014

Bill To: Misty Oaks Homeowners Association 333 Oak Leaf Circle Lake Mary, FL 32746	Work Location: Misty Oaks Homeowners Association Oak Leaf Circle & Old Lake Mary Boulevard Lake Mary, FL 32746
--	--

Ms. Ellen Adamowicz,
 Please review the recommended selections below:

Recommended Landscape Upgrades - Property Enhancements			
Description	Qty	Product/Service	Amount
A. Demo the existing plant material aside from the Ligustrum Tree	1.0	Landscape Upgrades	\$150.00
B. Trim the Ligustrum Tree on the left side of the entrance to create more symmetry with the right side of the entrance	1.0	Landscape Upgrades	\$75.00
C. Supply and install in front of the marquee sign	52.0	1 gal Beach Sunflower	\$416.00
D. Supply and install on each side of the marquee sign (2 per sign/side)	4.0	30 gal Nellie Stevens Holly	\$940.00
E. Supply and install along the base of the marquee directly under Misty Oaks (24 to the right/12 to the left)	36.0	7 gal Viburnum Suspensum	\$1,260.00
F. Supply and install along the front of the newly installed Viburnum to create a tier effect	36.0	7 gal Dwarf Bottlebrush	\$1,260.00
G. Supply and install on each side of the entrance (existing Crinum Lilies will be replanted in this area as well)	4.0	7 gal Crinum Lily	\$280.00
H. Supply labor, equipment and dump fees to trim back the overhanging Magnolia Trees	1.0	Tree Work	\$100.00
I. Supply and install to accommodate the newly installed plant material	4.0	Cypress Mulch per yard	\$160.00
TOTAL COST:			\$4,641.00

Notes:

*Please Note: Baker Commercial Landscaping, Inc. suggests a full irrigation system check and any repairs be made before the installation is approved. Should the irrigation system not be in full working order Baker Commercial Landscaping, Inc. cannot guarantee any plant material

Revised by Mr. Ned Gantt / John Lackey

Thank you for the opportunity to present this proposal to you. Please sign your name below to indicate your acceptance of this proposal. Please note prices are valid for 30 days from the date of this proposal.

_____/_____/_____
 Date Customer Signature Printed Name/Title

PLEASE NOTE: The parties agree that either party may terminate this agreement for any reason upon thirty days written notice to the other party. The payment for thirty days will still be in affect if the vendor wishes not to have the contractor work the 30 days.

Exhibit "B" - Quote #1

Landscapes of Florida

Subj: **Fwd: Misty Oaks**
 Date: 12/23/2013 11:11:46 A.M. Eastern Standard Time
 From: ellenadamowicz@aol.com
 To: kbono@landscapesofflorida.com

Hi Kyle,

Per my message left for you, please note our committee will be presenting all proposals collected to our HOA board on January 6th. I wanted to afford you the opportunity to all businesses submitting proposals to attend. Accordingly, please let me know if you would like to attend and I will provide you with a time to discuss your proposal with the board.

Thank you so much for your time. Have a wonderful holiday!!!

Sincerely,

Ellen

-----Original Message-----

From: Ellen Adamowicz <ellenadamowicz@aol.com>
 To: leeanna.mims <leeanna.mims@gmail.com>
 Sent: Tue, Dec 10, 2013 11:18 am
 Subject: Fwd: Misty Oaks

FYI

-----Original Message-----

From: Kyle Bono <kbono@landscapesofflorida.com>
 To: ellenadamowicz <ellenadamowicz@aol.com>
 Sent: Mon, Dec 9, 2013 8:33 pm
 Subject: Misty Oaks

Let me know what you think

Kyle Bono

From: Ryan Bono [<mailto:ryan@landscapesofflorida.com>]
Sent: Monday, December 09, 2013 3:03 PM
To: 'Kyle Bono'
Cc: diamond@landscapesofflorida.com
Subject:

Here is a rough proposal – includes: plant material and installation, installation of pine bark front entrances, new sod in some areas, removal and haul away of old plant material, dump fees

Total cost \$3,500.00

Plant material : variegated ginger, African iris, plumbago, oyster plants, gold mound, and flax lilly

Kyle Bono
 Co-Owner
 407.687.6602

LANDSCAPES

*A rendering fee of \$ 100.00 will be charged if material or design is used by different subcontractor, residents, or landscape company other than Landscapesofflorida

Exhibit "B" - Quote # 2

Sunday, January 05, 2014 AOL: ELLENADAMOWICZ

The Station Landscaper - Declined to work w/us

Subj: **RE: Misty Oaks Subdivision - Adjacent to The Station House in Lake Mary**
 Date: 1/2/2014 11:59:17 A.M. Eastern Standard Time
 From: Justin@epochproperties.com
 To: ellenadamowicz@aol.com
 CC: Mark@epochproperties.com

Ellen.

.Happy New Year.

Epoch Properties does not have a landscape division. We rely on different 3rd party designers and contractors at our various communities. It sounds like you've already spoken to Scott Toschlog w/ Dix Lathrop (now Dix Hite) and he's not interested in a project of your size. Do you have a landscape contractor that currently maintains the common areas of your subdivision? I would suggest you talk to them as sometimes they can do small design/build projects. If that doesn't work for you, you might ask the City who they have used for landscape design. I will also ask Scott to reconsider.

Mark said he plans to go by the site today and will look at the sod that you mention. We will certainly replace anything that we've damaged.

Regards,

Justin Sand

Vice President | Development

Epoch Properties, Inc

(407) 644-9055 (p)

(407) 644-9845 (f)

justin@epochproperties.com

www.epochproperties.com

From: Ellen Adamowicz [mailto:ellenadamowicz@aol.com]
Sent: Monday, December 23, 2013 11:58 AM
To: justin@epochproperties.com
Subject: Misty Oaks Subdivision - Adjacent to The Station House in Lake Mary

Justin,

I am writing on behalf of the Misty Oaks Beautification Committee. We are attempting to apply for grant monies the City of Lake Mary presently has available to enhance the entrance of our subdivision. Kindly note we are looking to obtain landscape proposals which can be submitted to the City of Lake Mary for our entrance. It was our hope your landscape division could provide a proposal that would flow with the design of your apartment complex since we are adjacent to The Station House. I spoke with Mark of your office today and he suggested that I contact you regarding this matter. Mr. Noto of the City of Lake Mary provided me with the person charged with the landscape for your project. However, it is my understanding after emails that he is not interested in our small additional project.

Further in accordance with my conversation with Mark, since you have torn up the area in front of our brick wall - I would presume you intend to replace sod and potential damaged sprinklers. Our homeowners were requesting assurance the common areas that we maintain would be restored.

I look forward hearing from you. Best wishes for a wonderful holiday season!!!

Sincerely,

Ellen Adamowicz
 Misty Oaks Subdivision
 Beautification Committee
 407-463-3092

Sunday, January 05, 2014 AOL: ELLENADAMOWICZ

EXHIBIT "C"

PHOTO OF EXISTING SITE

(TWO EXHIBITS)



MISTY OAKS

Exhibit "C"

EXHIBIT "D"

A CLEAN SITE PLAN SHOWING TWO LOCATIONS

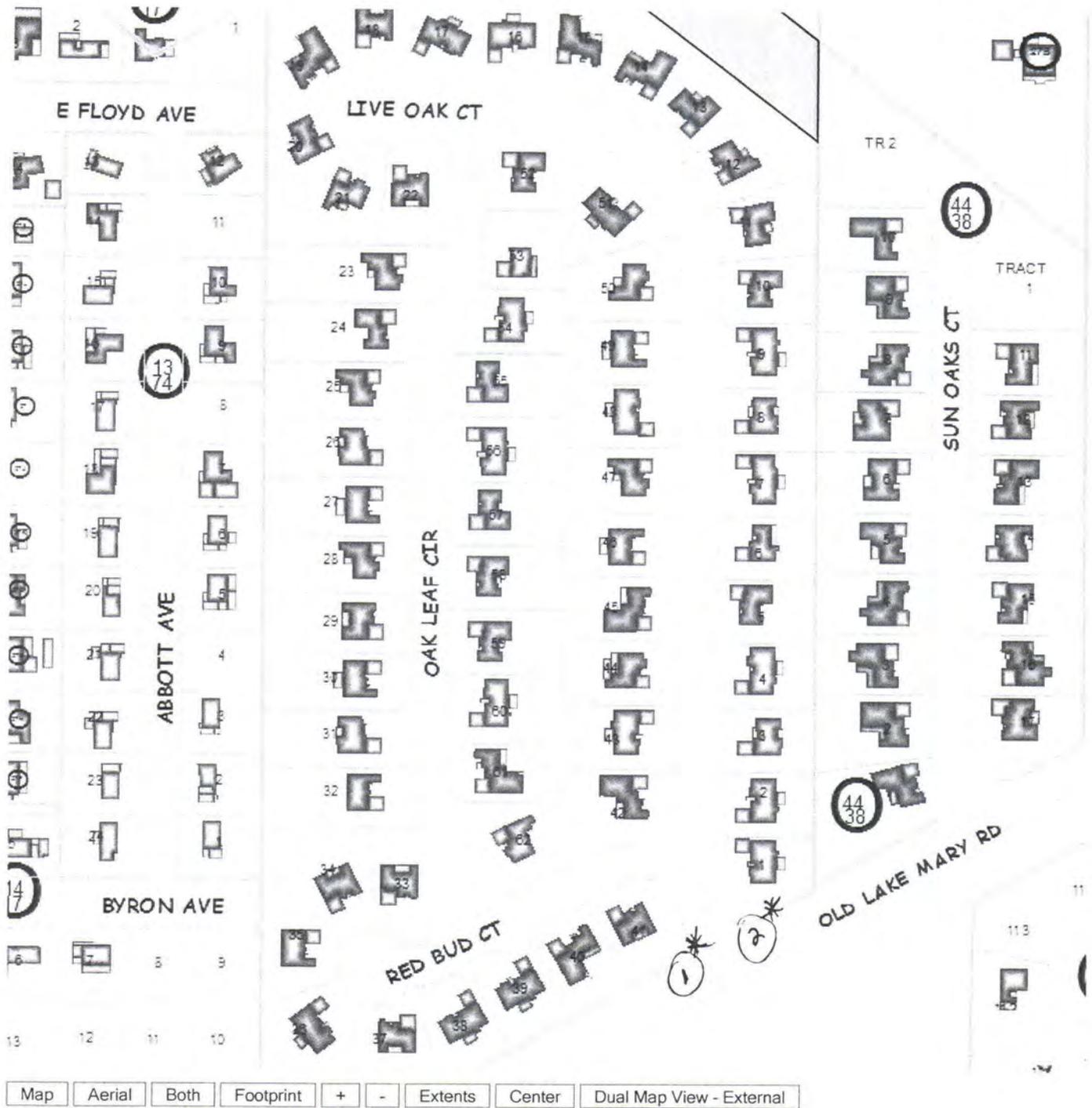


Exhibit "D"

EXHIBIT "E"

NOTARIZED MINUTES FROM BOARD OF DIRECTORS AUTHORIZING
APPLICATION, DATED MARCH 3, 2014

1 Misty Oaks Homeowners Association
2 333 Oak Leaf Circle – Lake Mary, FL 32746

3 **Meeting Minutes**

4 Regular Session
5 March 3rd, 2014

6 **Call to Order**

7 Call to Order at 7:03 PM by Richard Riga

8 **Attendance**

9 *Present* Richard Riga, Curtis Kihlmire, Pat Southward, Deborah Boos, Bonnie McAllister and
10 Patrick Smith

11 *Absent* None

12 *Residents* 8 Residents in attendance.

13 **Agenda Items**

14 **Treasurers Report.** *Bonnie McAllister.* 7 homes still unpaid for annual dues. Mel Stevens is among the
15 seven unpaid and no further back payments have been received. Tax return and state filings to be done.

16 **Landscape Report.** *Patrick Smith.* Repair quotes are coming in for the irrigation damage along Wilbur
17 due to construction. Control valve was removed and system shut off at the meter by the City. City will
18 repay up to \$500 for repairs. Next step on Wilbur depends on quotes.

19 **Secretarial Report.** *Curtis Kihlmire.* Minutes updated.

20 **Architectural Report.** *Deborah Boos.* None

21 **CC&R Violations.** *Deborah Boos.* Discussed state of the homes in the neighborhood.

22 315 Oak Leaf – Friendly letter to be sent.

23 318 Oak Leaf – Friendly letter to be sent.

24 321 Oak Leaf – Friendly letter to be sent.

25 332 Oak Leaf – Friendly letter to be sent.

26 361 Oak Leaf – Watch.

27 341 Oak Leaf – Friendly letter to be sent.

28 351 Oak Leaf – Watch.

29 305 Oak Leaf – Friendly letter to be sent.

30 302 Oak Leaf – Friendly letter to be sent.

31 205 Live Oak – Friendly letter to be sent.

32 201 Live Oak – Friendly letter to be sent.

33 **Neighborhood Watch Report.** None

34

35 **Old Business**

36 A. Entrance – Landscape plan reviewed. Richard Riga moved to accept the plan as outlined, second by
37 Pat Southward. Board was unanimous.

38

39 **State of Community**

40 A. Storm Water – Report and video still outstanding. Issues with system will be repaired. Special
41 assessment discussed and reasons for it. System has been cleaned and paid for. Discussed condition of
42 the wall and how it relates to the special assessment and budget. Special assessment funds will be used
43 to replace the funds spent on the storm water system repairs.

44 B. Beatification – Project underway to enhance the entrance to the Misty Oaks using grant funds from
45 the City of Lake Mary. Discussed plan and sweat equity that may be needed. Proposal made to accept
46 plan as provided, all voted in favor. Grant will be written up by the Beautification Committee and will
47 include notarized copy of these minutes.

48 C. Proposed special assessment – Two-thirds of those attending the special meeting must approve.
49 Meeting will be called once final numbers are in on repairs.

50 D. CC&R - Reviewed why CC&Rs are enforced and how the process works.

51 E. Website – Overhaul of Misty Oaks website to be done and launch in April.

52 **Board of Directors Vacancies**

53 2014 Open Positions – Treasure. Discussed role of the treasure.

54 **Resident Open Forum**

55 Sprinkler repair on Wilbur was addressed and how road was moved. Interest in community yard sale
56 was brought up.

57 **Newsletter Planning**

58 *Pat Southward.* Remind people of the proper days for trash and when dues are due.

59 **Adjournment**

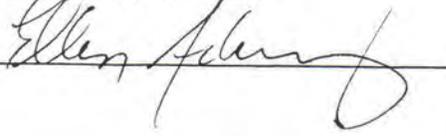
60 Meeting adjourned at 8:32 PM, approved unanimously.

61 Submitted by Richard Riga

62 

63 The foregoing instrument was acknowledged before me this 9th day of April, 2014.

64 Richard Riga is personally known to me.

65 Notary Signature: 

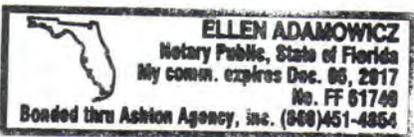


EXHIBIT "F"

A GRANT ACTION PLAN FOR FIVE (5) MONTHS, AND
RENDERINGS SHOWING PROPOSED UPGRADES

GRANT ACTION PLAN

MONTH ONE – APPLY FOR PERMIT, IF NECESSARY

MONTH TWO – REPAIR AND REPLACE IRRIGATION LINES AS NEEDED

MONTH THREE – TRIM TREES AND OTHER VEGETATION AS NECESSARY

MONTH FOUR – INSTALL PLANTS, BORDERS, AND MULCHING

MONTH FIVE – COMPLETE ANY UNFINISHED WORK

ATTACHED IS A RENDERINGS SHOWING FINAL WORK WHICH WILL MIRROR ON BOTH SIDES OF THE ENTRANCE TO MISTY OAKS DEVELOPMENT

Note – Work may be finished earlier, if possible.

Exhibit "F"



Exhibit "F"

C

SPECIAL ADDENDUM TO APPLICATION
IN SUPPORT OF REQUEST FOR IRRIGATAION REPAIR FUNDS
DUE TO SPECIAL CIRCUMSTANCES

RE: Special Addendum to Application and Request for a Neighborhood Entry Beautification Grant (NBG)

Amount of Request: \$1,500.00 – Irrigation (Additional to landscaping funds requested)

Amount of Contribution by Association: \$75.00 (Required 5% Contribution)

Fiscal Year: 2014-2015

Name of Project: Misty Oaks Homeowners Association

Located at the development entrances of Old Lake Mary Road and along the subdivision's brick wall in the City Limits of Lake Mary, Seminole County.

Total Number of Houses – 62

Original Construction – Started in 1989

Reason for Special Addendum Request:

Damage was caused to the irrigation system along the brick wall of the subdivision when sidewalks were moved under the authority of the City of Lake Mary. The sidewalks were moved due to the construction of an apartment complex approved by the City of Lake Mary.

Attached hereto are three (3) proposals for repair of the irrigation system. It is respectfully requested the City approve the sum of \$1,500.00 to allow Misty Oaks Homeowners Association to repair its irrigation system. This will allow Misty Oaks to proceed with its plan for beautification of its entrance. Without proper irrigation, Misty Oaks cannot guarantee growth and survival of new landscaping desired.



Misty Oaks HOA
Common Area
Lake Mary FL 32746

Patrick Smith 407.547.5246

Proposal

Chris Allport-Handyman
P.O. Box 801, Sanford FL 32772
407.212.9843

Date: 4/09/2014

	Work to be completed	subtotal
	<p>Install 2 Zones</p> <ul style="list-style-type: none">❖ 1 Along brick wall❖ 1 To cover sidewalk to E Wilbur Ave❖ Any repairs to insure coverage of new plantings at main entrance <p>To include all material and labor to complete job.</p>	
		Total \$1500.00

Please feel free to call with any questions.
Your satisfaction is my goal

Payable to:

*A Action Sprinkler
Po Box 784674
Winter Garden, Fl. 34778-4674
407-774-6648*

Email: info@aactionsprinkler.com

Web: www.aactionsprinkler.com

ESTIMATE

TO:

Patrick Smith for Misty Oak HOA
333 Oak Leaf Cir
Lake Mary FL
Phone: 407-547-5246

March 10, 2014

email: patrick@misty-oaks.org

Sprinkler Repair Estimate..... March 4, 2014 Inspected by: KB

A Action Sprinkler Service Inc. will supply all labor, material, equipment, and tools necessary to perform the following work at the above address. The work will be complete in as much as it will follow the guidelines listed below:
repair and replace irrigation damaged by road work

Inspection of existing sprinkler system... No Charge

Service Call ... No Charge

Estimate... No Charge

Total for Work.... \$ 2200.00

Appointment Deposit 1100.00

Total to be paid the day the work is completed.... \$1100.00

Please call us as soon as possible so we can schedule a work date.

Thank you for the opportunity to work with you. We are looking forward to a long-lasting and pleasant relationship.

THANK YOU! WE APPRECIATE YOUR BUSINESS AND REFERRALS



Making Happy Customers for over 40 years!

VIII. New Business

B. Misty Oaks Neighborhood Grant

Due to lack of quorum and Member Lackey not being able to vote on this matter, each Board member individually opined that the Neighborhood Grant for Misty Oaks, 2014-NBG-01, be approved at the funding level requested by the Applicant.



MEMORANDUM

DATE: June 5, 2014

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto, Senior Planner

SUBJECT: Ordinance No. 1509 - Comprehensive Plan Text Amendments to the Transportation Element - First Reading (Public Hearing) (Steve Noto, Senior Planner)

REFERENCES: Florida Statutes, Chapter 163
City of Lake Mary Comprehensive Plan
Florida Department of Transportation

ANALYSIS: In April, City staff was contacted by FDOT staff regarding a PD&E (Project Development & Environmental) study for I-4 "Beyond the Ultimate" (BtU). The purpose of the PD&E study is to evaluate I-4 improvements outside of the boundaries of the Ultimate I-4 construction zone. That said, the BtU study area is segments of I-4 from Kirkman Road south to US 27 in Polk County and from SR 434 north to SR 472 in Volusia County.

In order for FDOT to receive Federal approval of the PD&E study, all County and City governments impacted are required to have certain language in their Comprehensive Plan's regarding the I-4 improvements. In this case, FDOT is requesting that the Comprehensive Plan clearly state the BtU project as six (6) general use lanes, plus four (4) Express Lanes.

In response to this request, City staff has prepared two small amendments to the Transportation Element of the Comprehensive Plan to assist with this regional transportation initiative.

PLANNING AND ZONING BOARD: At their regular May 13, 2014 meeting, the Planning and Zoning Board voted unanimously (5-0) to recommend that the City Commission approve the requested Comprehensive Plan Amendments with the following conditions:

1. Staff recommends modifying text/map when sent to the State to say Rinehart Road is proposed as a six-lane divided highway instead of a four-lane divided highway.
2. Planning and Zoning Board recommends staff review if Lake Way Road is a two-lane divided road and adjust map if needed.

RECOMMENDATION: Staff recommends approval and transmittal of the proposed amendments.

ATTACHMENTS:

- Ordinance No. 1509
- Copy of FDOT request
- May 13, 2014 Planning and Zoning Board Minutes

ORDINANCE NO. 1509

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

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

WHEREAS, Section 163.3167, Florida Statutes requires each municipality in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Economic Opportunity; and

WHEREAS, Section 163.3167(1)(b), Florida Statutes, gives power and responsibility to municipalities to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, The Florida Department of Transportation has requested that the City update portions of the Transportation Element of the Comprehensive Plan to accurately reflect the "I-4 'Beyond the Ultimate'" Project Development & Environmental Study; and,

WHEREAS, The update would add language identifying Interstate Four as having six (6) General Use Lane plus four (4) Express lanes, as well as amending Map 2-3 to show same, including changes to Rinehart Road, Timacuan Boulevard, Lake Way Road, and US Highway 17/92; and,

WHEREAS, The City of Lake Mary, as petitioner of the amendment, is desirous of amending the Transportation Element; and

WHEREAS, the Planning and Zoning Board of the City of Lake Mary held a public hearing on May 13, 2014, in accordance with the procedures of Chapter 163, Part

II, Florida Statutes, to review the proposed Comprehensive Plan amendment and recommended approval of the proposed amendment to the City Commission of the City of Lake Mary; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, upon holding a duly advertising public hearing, has determined that the proposed amendments are consistent with the Lake Mary Comprehensive Plan and City Code of Ordinances; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act and the amendment is in the best interest of the public health, safety, and welfare of the citizens of Lake Mary, Florida and serves a legitimate government interest.

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

SECTION 1. Comprehensive Plan Amendments: The City of Lake Mary Comprehensive Plan is hereby amended to include the information shown in Attachment “A” and Attachment “B”.

SECTION 2: Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason, held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid and inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

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

SECTION 4: Effective Date. This effective date of this plan amendment shall be the date a final development order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1) (b), Florida Statutes, whichever is applicable. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which shall be sent to the State Land Planning Agency, Department of Economic Opportunity.

PASSED AND ADOPTED this ____ day, of _____, 2014

FIRST READING: June 5, 2014

SECOND READING: _____, 2014

CITY OF LAKE MARY FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

FOR THE USE AND RELIANCE OF THE CITY OF LAKE MARY ONLY
APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, CATHERINE D. REISCHMANN

ATTACHMENT “A”

TRANSPORTATION ELEMENT Inventory and Analysis

Table of Contents

LIST OF MAPS

Map 2.3 Future Roadway System, ~~2010~~ 2020

Inventory and Analysis

Section VII. – Future Roadway Conditions and Analysis

In order to evaluate the projected 2010 roadway conditions, it is necessary to first take into account the roadway improvements programmed to occur between 1999 and 2010.

Map 2-3 graphically depicts the 2010 roadway system and includes all currently programmed improvements located within the City. This map was updated in 2014 to include I-4 improvements described as six (6) general use lanes, plus four (4) Express Lanes, as part of a FDOT PD&E study for “I-4, Beyond the Ultimate”.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

133 S. Semoran Boulevard,
Orlando, FL 32807

ANANTH PRASAD, P.E.
SECRETARY

April 1, 2014

Mr. John Omana
Community Development Director
City of Lake Mary
911 Wallace Court
Lake Mary, FL 32746

**SUBJECT: PROPOSED I-4 "BEYOND THE ULTIMATE" (BTU)
 SHOWS NO IMPROVEMENTS FOR I-4
LOCAL GOVERNMENT: CITY OF LAKE MARY**

Greetings!

As you know the Florida Department of Transportation is currently conducting the Project Development and Environment (PD&E) study for I-4, sometimes referred to as "Beyond the Ultimate" (BTU), which is looking at expanding I-4. The study is evaluating the addition of managed express lanes from US 27 in Polk County to SR 472 in Volusia County. The "BTU" PD&E is broken in to 5 sections, and excludes the 22 mile "Ultimate I-4" in metro Orlando that will start construction next year.

In order to receive Federal approval for the PD&E, your assistance is requested. Your comprehensive Plan Amendment needs to clearly describe the proposed I-4 (BTU) project as six (6) General Use Lanes plus four (4) Express Lanes. This language needs to be included in your transportation element by September, 2014.

Because this is such an important regional evaluation, we would appreciate your immediate attention to this request. We ask that you reply to this email as soon as possible providing us with a date when you anticipate this language will be added to your transportation element.

If we can be of any assistance, please don't hesitate to contact us.

Thank you for your help in ensuring forward progression on this important project.

If you have any questions, you may contact John Moore at 407-482-7782 or by e-mail at john.moore@dot.state.fl.us.

Sincerely,

Susan Sadighi, P.E.
Intermodal Systems Development Manager

DRAFT

1 D. 2014-LU-01: Recommendation to the City Commission regarding proposed
2 Comprehensive Plan Text Amendments to the Transportation Element;
3 Applicant: City of Lake Mary/Community Development Department (Public
4 Hearing)
5

6 Stephen Noto, Senior Planner, presented Item D. and the related Staff Report. A
7 colored copy of the map entitled City of Lake Mary Future Roadway System:
8 2020 was on the overhead projector. He said, this is a first for the Planning and
9 Zoning Board. Typically, this item would have gone to the Local Planning
10 Agency; however, since we have combined the LPA and the Board of Adjustment
11 with the P&Z, you are seeing this item. So, it is rather timely that we are bringing
12 this Staff Report to you.
13

14 Mr. Noto stated, the item that is before you this evening is probably one of the
15 easier Comp. Plan Amendments we've had to do over the last several years. As
16 you will recall, when Governor Scott was elected, they completely changed the
17 State workings when it came to growth management. They gutted DCA and
18 created the Development of Economic Opportunity. With that, they modified how
19 Comp. Plan Amendments are done. This type of Comp. Plan Amendment is
20 considered the expedited type of amendment. What will happen is you will make
21 a recommendation tonight. The City Commission will transmit it to the State. If
22 they have any sort of comment, it will be a brief type of comment, and then we
23 will have the ability to adopt it.
24

25 Mr. Noto said, the reason we are here for this item is FDOT requested this
26 amendment. As you know, they are starting construction on the ultimate I-4
27 project coming up at the end of the year and the beginning of next year, and they
28 are already starting to look beyond that ultimate configuration hence the acronym
29 in the Staff Report, the BTU (Beyond The Ultimate). They are looking at what
30 type of improvements might be done to the rest of I-4 all the way down to Polk
31 County north to Volusia County, including here in Lake Mary. They are doing a
32 Project Development Environmental Study right now known as PD&E, and as a
33 part of their federal requirements to get funding, approval, and such, all of the
34 cities that are impacted by this potential construction project, in their Comp. Plan,
35 they have to have shown either on maps or in text that their portion of I-4 will be
36 six general lanes with four special-use lanes. What does that mean? It means
37 exactly what you think it means; six lanes with free-flowing traffic, four toll lanes
38 in the middle, just like it's going to be in Downtown Orlando when the current
39 ultimate I-4 is finished.
40

41 Mr. Noto stated, we have no timeline right now for when this would actually be
42 constructed. This is just for their study that they're doing with the Feds. right
43 now.

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Mr. Noto concluded his presentation by saying, this is going to City Commission in June after you make your recommendation. As Mr. Omana said earlier, this is a legislative item, so the legislative sign-in sheet is in the back. I'll be happy to take any questions.

Chairman Hawkins questioned, do you know where State Road 472 is in Volusia County?

Mr. Noto responded, I do not. Mr. Schindler may know since he is a resident.

Mr. Schindler replied, when you're traveling north/east on I-4 and you go across the pond, it's the third exit. First is Debary Drive, the second is Saxon, and then the third is 472.

Mr. Noto said, what Mr. Schindler just asked me -- this map that is on the overhead, it's in your Staff Report, and then you also have the very brief text amendments that we're doing as part of this. The original map we have completely modified. As you know, when we do code amendments, you have the strike-through, underline, and all that. We have that as part of our text. All the changes we made to the map were so intense that we didn't want to do that. This is a brand spanking new map. What Mr. Schindler just pointed out is one of our short-term transportation goals is to six lane Rinehart. So, if you would like to make it a condition that the text be modified to say instead of four-lane divided, six-lane divided, and we'll make that change when we send the map to the State.

Mr. Schindler asked Mr. Noto if staff should show Lake Mary Boulevard as six lanes.

Mr. Noto answered, probably not; no. Not based on the Mayor's recent comments; no.

Chairman Hawkins stated, along that line and just for correction's sake, Lake Way Road is mentioned as a two-lane divided road and currently it's not divided.

Mr. Noto said that he would check that out.

Chairman Hawkins stated that he didn't know why it would need to be divided.

Alternate York questioned staff if the difference could be explained between major versus minor collector; what is meant by that.

Mr. Schindler responded, the transportation system is comparable to a tree. When you think of a tree, you start off with the trunk, then you go into major limbs

DRAFT

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and you keep going out, then you go into smaller limbs, and at the end of the limbs, you have twigs. Well, that's exactly the same configuration of a transportation system. You have the trunk, which are comparable to interstates and highways which have limited access or access control. Then you have major arterials like State Road 50/Colonial. You have minor arterials such as -- I believe Rinehart is a minor arterial. Then, you get down to local roads, and then finally you get down to cul-de-sacs. What it is is a balance between providing thru traffic or access to land. Cul-de-sacs don't provide any access to -- no thru traffic, but it does provide access to all of the land around it. Interstates, highways and limited access roadways don't provide access to land but provide thru traffic. So, you can see the balance as you go from interstates, controlled access roadways to cul-de-sacs. The importance of thru traffic begins to weigh and access to land begins to rise. Depending upon how many lanes and whether it's divided or undivided, then the threshold of number of trips will vary. That's the reason I can't give you hard, fast thresholds, but the concept is that of a tree; from the trunk to the ends of the limbs, from the arterials to the interstate to the cul-de-sacs.

Alternate York said, I think that's a good metaphor.

Mr. Schindler thanked Alternate York.

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

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by City of Lake Mary/Community Development Department regarding proposed Comprehensive Plan Text Amendments to the Transportation Element, consistent with staff's Recommendation listed in the Staff Report and subject to the following two items. Member Miller seconded the motion, which carried unanimously 5-0.

- 1. Staff recommends to modify text/map when sent to the State to say Rinehart Road is proposed as a six-lane divided highway instead of a four-lane divided highway.**
- 2. Planning and Zoning Board recommends staff review if Lake Way Road is a two-lane divided road and adjust map if needed.**

It is noted that this item will move forward to the City Commission meeting of June 5, 2014.

LEGISLATIVE SIGN-IN SHEET
5/13, 2014
PLANNING AND ZONING BOARD MEETING
(please print)

THOSE SIGNING WILL RECEIVE A COURTESY COPY INFORMATION STATEMENT CONCERNING PUBLICATIONS OF DCA'S NOTICE OF INTENT.

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____



**City of Lake Mary
Future Roadway
System: 2020**

Map 2-3

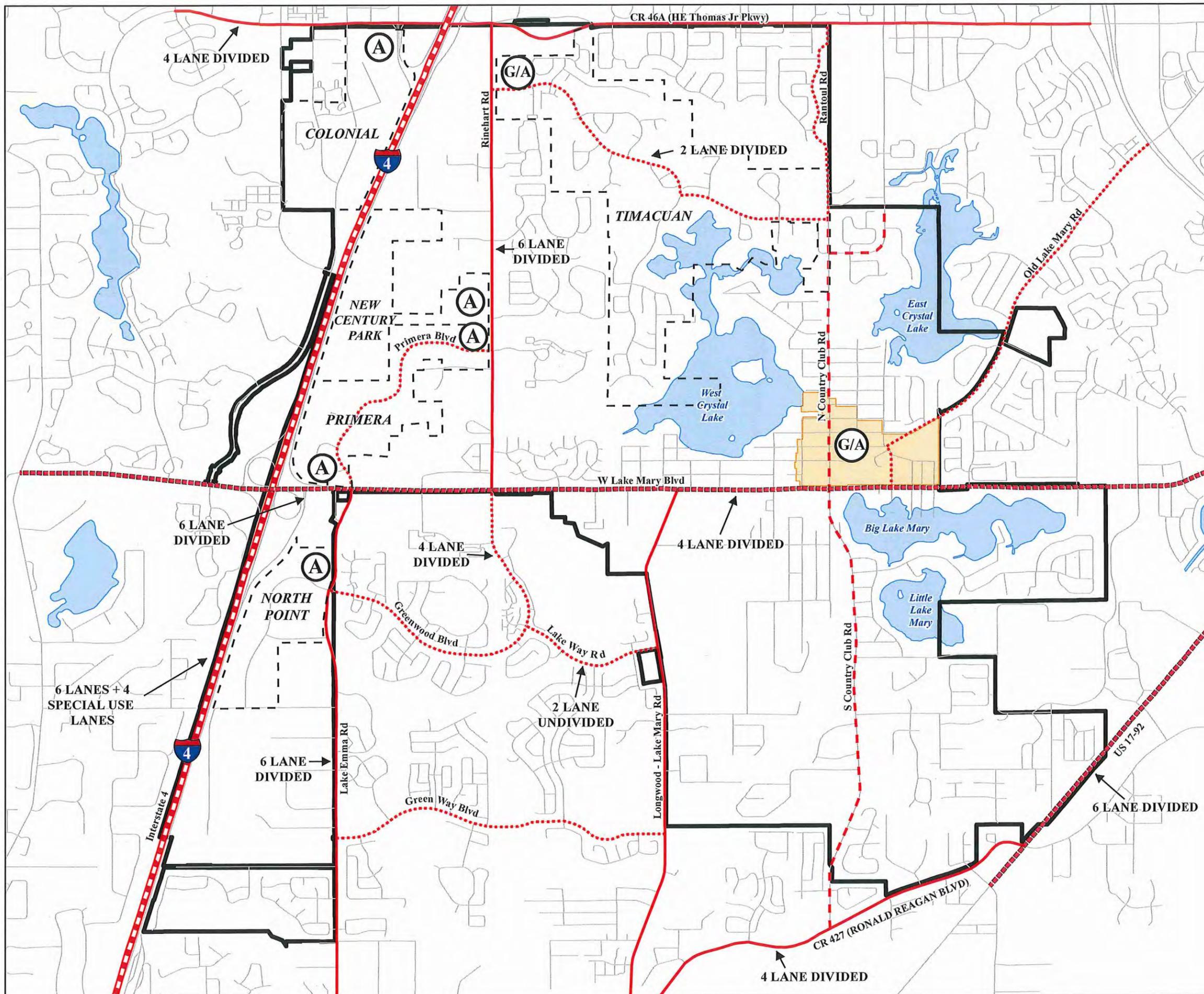
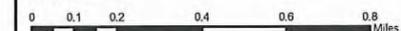
Legend

- Interstate 4
- 6 lanes + 4 special use lanes
- Principal Arterial
- Urban Minor Arterial
- Major Collector
- Minor Collector
- DRI
- Downtown Development District
- Trip Attractor
- Trip Generator

All others are local roadways

All roads are 2-lane unless otherwise noted

Date: 5/6/14





MEMORANDUM

DATE: June 5, 2014
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Bruce Paster, P.E., Director of Public Works
SUBJECT: Approval of purchase of 2014 Vac-Con Sewer Cleaner/Excavator (Bruce Paster, Public Works Director)

DISCUSSION: The City's 1997 Vac-Con sewer cleaner/excavator (Vehicle Unit # 44) has reached the end of its useful life and it is economically unfeasible to repair. A replacement for the Vac-Con is scheduled in the 2015 Vehicle Replacement budget. Staff recommends that the unit be replaced this year through the Florida Sheriff's Contract No. 13-11-0904, Specification #44 from Southern Sewer Equipment Sales, Ft. Pierce, FL.

The new Vac-Con will include an 11 yard debris tank, 60 GPM @ 2000 PSI water system, 500-feet of sewer hose, and many new options that were not available 17 years ago. The Vac-Con body will be mounted on a new 2014 Freightliner 114SD Conventional Chassis through the Florida Sheriff's Contract No. 13-11-0904, Specification #13 from Lou Bachrodt Freightliner, Pompano Beach, FL.

The cost of this request is:

Vac-Con Sewer Combination Cleaner Body:	\$221,055.46
Freightliner 114SD Conventional Chassis:	<u>\$97,992.00</u>
Total cost:	\$319,047.46

We are also requesting that Unit # 44 be declared surplus and that the City Manager be allowed to dispose of the unit as appropriate.

BUDGET IMPACT: Funding for the purchase of the Vac-Con will come from the Vehicle Maintenance Fund. Attached is Resolution No. 939 amending the Fiscal Year 2013-2014 Budget to appropriate \$320,000 from available fund balance.

RECOMMENDATION: Request Commission approve Resolution No, 939 amending the Fiscal Year 2013-2014 Budget, to authorize the purchase of a new Vac-Con Sewer Combination Cleaner Body and Freightliner 114SD Conventional Chassis for an amount not to exceed \$319,047.46, declare unit #44 surplus, and authorize City Manager to dispose of same.

RESOLUTION NO. 939

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,
AMENDING THE FISCAL YEAR 2013-2014 BUDGET;
PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of Lake Mary, Florida, finds it desirable, in order to properly reflect new information and changes made during the year, to amend the Budget for the City of Lake Mary for the Fiscal Year 2014, beginning October 1, 2013 as provided herein; and

WHEREAS, Ordinance No. 1496 adopting the City's budget for Fiscal Year 2014, provides for amendment by Resolution.

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

1. The following funds are revised as specified herein:

Vehicle Maintenance Fund

REVENUES:

501-0000-399-01-00	Cash Balance Forward	\$ 320,000
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EXPENDITURES:

501-0490-490-65-00	Capital Outlay	\$ 320,000
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2. That all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same are hereby repealed.

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

PASSED AND ADOPTED this 5th day of June 2014.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

**City of Lake Mary, Florida
Fiscal Year 2014 Operating Budget
Vehicle Maintenance Fund
501 Summary**

Description	2014 Approved Budget	Current Amendment	2014 Amended Budget
Revenue:			
Vehicle Rental Income	\$ 545,574	\$ -	\$ 545,574
Vehicle Maintenance Fees	266,820	-	266,820
Contracted Maintenance	108,225	-	108,225
Interest	20,000	-	20,000
Sale of Assets	50,000	-	50,000
Total Revenue	<u>990,619</u>	<u>-</u>	<u>990,619</u>
Expenses:			
Maintenance Operations	\$ 240,831	\$ -	\$ 240,831
Contracted Maintenance	35,425	-	35,425
Vehicle Replacements	792,700	-	792,700
Machinery & Equipment for Operations	6,400	320,000	326,400
Total Expenses	<u>1,075,356</u>	<u>320,000</u>	<u>1,395,356</u>
Increase (Decrease) in Balance	<u>(84,737)</u>	<u>(320,000)</u>	<u>(404,737)</u>
Use of Carryforward Fund Balance		\$ 320,000	
Net Assets Reserved for Vehicle Replacements Beginning of Year	3,088,905		3,088,905
Net Assets Reserved for Vehicle Replacements End of Year	<u>\$ 3,004,168</u>		<u>\$ 2,684,168</u>



CITY MANAGER'S REPORT

DATE: June 5, 2014
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Janitorial services for City-owned buildings.
2. Cold mix paving program.
3. RFP #14-05 – Solid Waste Collection Services.



CITY MANAGER'S REPORT

DATE: June 5, 2014
TO: City Commission
FROM: Bryan Nipe, Parks and Recreation Director
SUBJECT: Janitorial services for City-owned buildings

An RFP for janitorial services was solicited on August 28, 2013, for routine cleaning of City owned buildings. Seven proposals were evaluated by a committee comprised of employees from various departments. The committee reviewed, rated and met to compile the results on September 13, 2013. The committee found JMC Services, Incorporated to be the lowest responsible bidder with an annual amount bid of \$63,645. Commission approved an agreement with JMC Services on September 27, 2013.

JMC Services has since consistently not provided the expected level of service through agreement. Staff met with JMC's Vice President, Rick Stephens on May 7, 2014, to convey the City's concerns. Mr. Stephens indicated that JMC would do everything necessary to improve service and provided a plan of action to do so. Since that meeting, staff has seen little to no improvement and continues to get complaints from staff members on quality and level of service.

As a measure to ensure City facilities are cleaned at a level expected by our internal customers and citizens, staff has again reviewed the 2013 RFP results and determined the #2 ranked company, GCC Commercial Cleaning to be sufficiently qualified. GCC Commercial Cleaning has been contacted and confirmed their original bid of \$67,133 is still valid. In addition, GCC has proposed \$7,192 to add in the newly opened Community Center. The updated annual total contract would be \$74,325.

RECOMMENDATION:

Request Commission authorize City Manager to terminate the current agreement with JMC Services and enter into agreement with GCC Commercial Cleaning for janitorial services for City owned buildings with an annual amount not to exceed \$74,325. The terms of the agreement will be for 1 (one) 12 month period with the option to renew for 2 (two) additional 12 month periods.

Attachments: Committee ranking, Price ranking, RFP, Contract

JANITORIAL SERVICES, RFP #13-08 Committee Ranking

Company Name	Gunnar	Linda	Mike	Randv	Total Points	Ranking
A & Z General Cleaning Services, Inc	74	71	84	74	303	5
D & A Building Services, Inc	82	84	84	80	330	3
GCC Commercial Cleaning	94	77	97	95	363	2
Jani-King of Orlando	74	63	72	80	289	7
JMC Services, Inc	89	95	92	98	374	1
Sterling Building Services, Inc	68	66	80	81	295	6
Tribond, LLC	67	74	84	90	315	4

JANITORIAL SERVICES, RFP #13-08 Pricing

Vendor Name	Total Base Bid		
JMC Services, Inc	\$ 63,645.00	1	50
Tribond, LLC	\$ 64,728.00	2	49
GCC Commercial Cleaning	\$ 67,133.00	3	47
Sterling Building Services, Inc	\$ 76,691.31	4	41
Jani-King of Orlando	\$ 83,134.00	5	38
A & Z General Cleaning Services, Inc	\$ 89,130.00	6	36
D & A Building Services, Inc	\$ 92,437.65	7	34

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	45. Reference Listing Form

GCC Commercial Cleaning
2) locations to serve you:
Ocala and Deltona
Kathleen L. Russell, Owner
407/443-4908

Lake Mary Janitorial Services
RFP-13-08
Opening August 28th 2:00 P.M

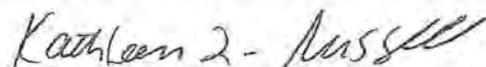
GCC Commercial Cleaning was present at the Pre-Bid meeting and attended the walk thru for all buildings. We feel we have a full understanding of the needs and requirements contained within the contract for your great City. GCC understand the daily, weekly, monthly and semi annually cleaning requirements and are more than ready and able to fulfill them.

We have a very strong and stable cleaning crew already in place ready to go in Orlando/Lake Mary/Longwood. GCC also has one of the best floor teams in the state of Florida with a Floor Supervisor/trainer with over 25yrs of experience.

GCC Commercial Cleaning understands and is committed to the job being done right the first time. We are an honest, consistent company with over 15 years of servicing strictly government contracts therefore very familiar of the needs and requirements of government buildings.

GCC Commercial Cleaning is a Sole Proprietorship Conceived, Owned and operated by Kathleen L. Russell, Owner. GCC Commercial Cleaning has never operated under another owner or names the entire 15+ years we have been in business.

Kathleen L. Russell, Owner 407/443-4908, gccclean@yahoo.com
1811 Oak Grove Avenue Deltona, FL 32725



C. Cleaning Schedule per Facility

1. Weekly Schedule (Minimum Requirements per Week 80 Hours Total)

FACILITY	WEEKLY FREQ.	PPL/ CLEANING	HRS/ CLEANING	WEEKLY TOTAL	HOURS
CITY HALL	2 (TUES/SAT)	3 MIN/2 HR EA	6 HOURS	12 HOURS	BOTH
EVENTS CENTER	5 (M, T, W, TH, F)	2 MIN/2 HR EA	4 HOURS	20 HOURS	DAYTIME
MUSEUM	1 (FRIDAY)	2 MIN/1 HR EA	2 HOURS	2 HOURS	DAYTIME
HEALTH CLINIC	2 (MON/WED)	2 MIN/1.5 HR EA	3 HOURS	6 HOURS	DAYTIME
MUNICIPAL SERVICES COMPLEX	2 (TUES/SAT)	3 MIN/2.5 HR EA	7.5 HOURS	15 HOURS	EVENING
PARKS BUILDING	1 (FRIDAY)	2 MIN/1.5 HR EA	3 HOURS	3 HOURS	EVENING
POLICE DEPARTMENT	2 (TUES/SAT)	3 MIN/3 HR EA	9 HOURS	18 HOURS	EVENING
PUBLIC WORKS BLDG	1 (FRIDAY)	2 MIN/1 HR EA	2 HOURS	2 HOURS	EVENING
TENNIS CENTER	1 (FRIDAY)	2 MIN/1 HR EA	2 HOURS	2 HOURS	DAYTIME

2. Weekly Schedule Time Considerations

DAYTIME HOURS

TIMES	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
8 am-10 am	EVENTS CENTER					
After 10 am	CLINIC		CLINIC			
11 am - 12 pm					MUSEUM	
1 pm - 2 pm					TENNIS	
After 2 pm						CITY HALL

EVENING HOURS

TIMES	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
After 5 pm		MUNICIPAL			PARKS	MUNICIPAL
		POLICE			PUBLIC WORKS	POLICE
		CITY HALL				

3. Schedule Special Considerations

City Hall has recurring evening meetings that may affect when the contractor may enter the building.

The following is a schedule of meeting use at City Hall:

- City Commission - 1st and 3rd Thursdays of each month beginning at 7 pm.
- Planning & Zoning - 2nd and 4th Tuesdays of each month beginning at 6 pm.
- Board of Adjustment - 1st and 3rd Wednesdays of each month, beginning at 6 pm.
- Parks & Recreation - 1st Monday of each month beginning at 6 pm.
- Code Enforcement - 3rd Tuesday of every other month beginning at 7 pm.

The meeting dates are always on the calendar available at our website, www.lakemaryfl.com and are subject to change.

D. Description of Work

1. Daily Service for All Facilities

#	ENTRANCES, LOBBIES, CONFERENCE ROOMS, CORRIDORS, GENERAL OFFICE AREAS	EMPLOYEE KITCHEN, BREAK AREAS	RESTROOMS
1	Inspect all front and side entrances, including glass doors and windows, inside and outside. Debug and spot clean to a height of 12' (feet), as needed.	Clean and sanitize counter tops and sinks.	Clean and disinfect all basins, urinals and toilet bowls using germicidal cleaner to remove stains and clean underside rim on urinals and bowls.
2	Gather all trash and recycling and remove it to the appropriate dumpster/recycle bin located outside of each building.	Gather all trash and recycling and remove it to the appropriate dumpster/recycle bin located outside of each building.	Gather all trash and remove it to the appropriate dumpster located outside of each building.
3	Clean and deodorize trash containers as needed and replace liners.	Clean chairs and table tops.	Wash and sanitize toilet seats and sanitary napkin receptacles.
4	Clean any stains located on walls above trash cans.	Damp wipe exterior of trash cans.	Dust and clean partitions and wall surfaces.
5	Dust and clean all surfaces including countertops, file cabinets, conference room tables, additional furniture, and any visible desktop areas, with special attention to cubicle divider tops.	Clean microwave inside and out.	Clean all mirrors, vanities, countertops, dispensers and trim.
6	Inspect all open carpeted areas, with special attention to high traffic areas, vacuum as needed.*	Clean coffee pots.	Sweep and damp mop floors with germicidal solution.
7	Sweep all hard surface floors (non-tile) with chemically treated dust mops.**	Sweep and damp mop floors with germicidal solution.	Restock toilet tissue, towels, soap and sanitary napkin dispensers with designated materials.
8	Sweep and damp mop all hard surface floors (tile & terrazzo) using germicidal solution.	Spot clean walls and baseboards, as needed.	Clean and disinfect shower areas as needed.
9	Clean cigarette canisters/ashtrays and replace sand.	Wipe off top and outside of refrigerator as needed.	
10	Clean and sanitize water fountains.	Clean exterior of appliances as needed.	
11	Remove fingerprints from woodwork and doorframes, as needed.		
12	Spot clean all carpet spots up to 6" in diameter, as needed. Larger spots requiring a machine will be an extra charge.		
13	Spot clean walls and partitions for smudges, as needed.		
14	Clean door kick plates as needed.		
15	Vacuum entrance mats.		

* Events Center - vacuum all corridors and administrative areas only (not to include ballrooms).

** Events Center - includes dance floor and stage area.

*Kathleen J. Russell
Owner have read & understand the
requirements stated above.*

2. Quarterly Service for All Facilities

#	ENTRANCES, LOBBIES, CONFERENCE ROOMS, CORRIDORS, GENERAL OFFICE AREAS	EMPLOYEE KITCHEN, BREAK AREAS	RESTROOMS	COMMISSION CHAMBERS (CITY HALL)
1	Dust all picture frames, charts, graphs, windowsills, ledges and similar wall hangings.	Machine scrub and wax tile floors, where applicable.	Machine scrub and wax tile floors, where applicable.	
2	Brush cobwebs from ceiling areas and lighting fixtures to a height of 12'.			
3	Remove mineral deposit build up on drinking fountains.			
4	Dust all mini-blinds.			
5	Vacuum cloth chairs.			
6	Vacuum all partitions.			
7	Top scrub and re-coat terrazzo floors.			
8	Machine scrub and wax tile floors.			
9				Clean all exterior and interior windows.

3. Semi-Annual Service for All Facilities

#	ENTRANCES, LOBBIES, CONFERENCE ROOMS, CORRIDORS, GENERAL OFFICE AREAS	EMPLOYEE KITCHEN, BREAK AREAS	RESTROOMS
1	Clean all exterior and interior windows.		
2	Clean carpets using hot water extraction.		

E. Special Requirements

1. Do not dump cleaning solutions in the parking lot.
2. Office equipment, painted areas, doors, and jambs that are damaged or soiled by the Contractor shall be repaired and/or cleaned at the Contractor's expense.

Lost or damaged key fobs will cost the Contractor \$20.00 each to replace. Lost keys will be reported to the City Facilities Maintenance Representative immediately and cost of re-keying the building(s) related to the key loss will be borne by the Contractor.

F. Special Terms and Conditions

1. **Mandatory Examination of Site**
It is the Contractor's responsibility to have become fully informed as to the nature and extent of the work required. Contractors must have visually inspected the site before submitting a proposal.
2. **Responsibility for Damage to City Property**
The successful Contractor shall use reasonable care to avoid damaging City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City.

Executive Profile History

GCC Commercial Cleaning is a Christian owned and operated company that is certified as an OSD State of Florida Certified Women Based business that specializes in the cleaning of strictly government buildings.

GCC Commercial Cleaning has been operating successfully as a sole proprietorship, which was formed by owner Kathleen Russell and has been in operation since 1981. GCC Commercial Cleaning has numerous government contracts within several cities and counties in Florida servicing over 50 buildings and 750,000 square feet.

GCC Commercial Cleaning is set apart by being owned and operated with successful cleaning standards and processes that have been proven to be successful over the years by our many happy customers some of which we have had over 15 years. We are built and owned by cleaners who know how to clean and systems in place that will assure that we do the job right the first time with detail and consistency.

GCC Commercial Cleaning has a strong commitment to excellence, which is run by a mix of managerial and operational tools, consisting of daily checklists, on site communication logs and follow up on a number of different management levels explained further in our management plan. Our daily checklists are set up to help our employees know their daily duties and to help our on site manager, area manager and district manager keep track of making sure that the daily, weekly, monthly, quarterly and annual requirements are being made. GCC Commercial Cleaning has a communication log where we can communicate one on one with the contact within the building addressing any problems we find and follow up on any difficulties that might need to be addressed. GCC Commercial Cleaning is available 24/7 via mandatory cell phones, e_mail, text and are required to respond within the hour.

COMPANY PROFILE

GCC Commercial Cleaning is a mid-sized company that is built on honesty, trust and hard work from the top down. We operate in a team concept where our employees run in teams of 2 or more and are compensated way above average for their job performance and loyalty. We have very little turn over, most employees being with us for longer than 5 years. GCC Commercial Cleaning is a very hands on company from the top down therefore having very little overhead which greatly keeps our overall costs down. GCC Commercial Cleaning has built many sources and professional relationships, which give us the best options for newest equipment, chemicals and cost saving measures.

GCC Commercial Cleaning has a strong Quality Control plan using checklists and daily communication logs to ensure total customer satisfaction. GCC Commercial Cleaning has a very intensive hands on training program that certifies that it's employees are completely trained and certified to clean and perform up to the high standards set by GCC Commercial Cleaning and the customers it serves.

GCC has and exceeds all insurance requirements needed per the government needs since that is what we specialize in all government contracts. GCC Commercial Cleaning also has and maintains an affirmative action plan, which does not discriminate against Females, Minorities or Disabled persons. GCC Commercial Cleaning also refuses to discriminate against anyone regardless of age, sex, race, creed, national origin, religious persuasion, marital status, political beliefs or disability.

GCC Commercial Cleaning has a very strong Do Not Touch, Do Not Use Policy that every employee signs agreeing that they will not touch or use any phone, copy machine, fax machine or any other government property for any type of personal use. GCC Commercial Cleaning also has and enforces very strong anti-theft policies where if anything is found that the employee will return said object to the on site manager who will log it into the communication log of where and when object was found and place in the District Property Contacts office.

Management Plan

Organizational Structure:

Kathleen Russell, Owner
Judith Howland, District Supervisor & Floor Specialists of Ctrl Florida
Kathryn Waltz, District Manager of Lake Mary/Orange County
Kathy Darius, Training Supervisor & Blood Borne Pathogens Specialist
Julie Jewels, On Site Supervisor of Lake Mary
Melody Russell, Area Manager of Orange County
Mark Lingo, Equipment Repair Maintenance, Chemical Specialist

Management Plan, Key Personnel:

Kathleen L. Russell, Owner and Operator. Kathleen is responsible for the overall successful operation of GCC Commercial Cleaning on a daily basis and is involved in every facet of the company and making sure that its philosophy is met and lived up to everyday which is: We will make the difference that you are looking for the first time, every time. We will answer our phones or email quickly and will be quick to fix or correct any problem to the customers' total satisfaction.

Judith Howland, District Supervisor reports to Kathleen L. Russell. She is in charge of scheduling and coordinating all floor work. She is also in charge of the successful use of checklists. She will be in charge of producing checklists outlining the specifications of the RFP and creating and follow up on schedules of all monthly quarterly, Semi Annual and annual needs.

Kathryn Waltz, District Manager Reports to Kathleen L. Russell and Judith Howland. She is in charge of weekly walk-thru's and follow up on daily checklists faxed to her and Kathleen L. Russell daily by our on site manager. Kathryn has over 15 years experience in Management and Cleaning Experience and has been with GCC Commercial Cleaning 10 of those years.

Management Plan/Key Personnel Continued

Kathy Darius, Training Manager reports to Judith Howland and Kathleen L. Russell. Kathy is responsible for all training manuals, training classes, certification and the success of all employees following all training given and policies put forth by GCC Commercial Cleaning. Kathy is also certified in the training to all employees of Blood Borne Pathogens and correct use of all chemicals in the cleaning environment. Kathy has over 25 years of experience in the Commercial Cleaning business including restraints, hospitals, hotels and other challenging environments.

Carolina Rodriguez, Charles Simmons, Jennifer Russell, Dinora Siff, these people are all certified trainers within GCC Commercial Cleaning and will be used in the training and staffing within Lake County. They have all been certified as trainers through our system and have been with GCC Commercial Cleaning at least 6 Years.

Julie Jewels and Melody Russell, both are area Managers over different sections within Orange County they both report to Kathleen Russell and Kathryn Waltz. Both Julie and Melody will be in charge of all hiring, firing, training and coordination of employees within their assigned areas. They will also be doing weekly and monthly follow-ups and surprise site visits with checklists double-checking behind the hands on managers assigned to their areas.

Mark Lingo, our equipment and chemical specialists. Mark is in charge of the overall operation and function of equipment. He is also in charge of the research and reporting of new chemicals and procedures including all Green Chemicals and their implications and uses. Mark is also in charge of the updating and supplying of all MSDS Sheets to our on site Manager and the contact at the DOT.

Floor Crews: We have 3 floor teams made up of 4 people who have trained and been certified through our floor care training. These crew reports directly to Judith G. Howland who has over 20 years of floor maintenance experience. We will also have a nightly floor specialist who will be assigned and trained to be in charge of all sweeping, dust mopping, stripping, waxing and top scrubbing of floors within the building(s) they are assigned to

GCC Commercial Cleaning has a very hands on approach to training of all employees. We have a handbook that is given out and gone over in a classroom setting showing live examples of different techniques. Than each employee is personally trained in a working environment for a 2-week period where they will be worked with one on one in every area needed to clean a building. There are follow-ups done by the trainer assigned within 2 week, 30 days and than 60-day intervals.

GCC Commercial Cleaning also has checklist that they implement as training tools keeping everyone focused on the job that is expected of them from GCC and the Contract which they are performing.

GCC Commercial Cleaning has many contracts and buildings within the Orlando/Ctrl Florida area and has a fully trained crew of 25 back up cleaners who have been successfully cleared to work in government buildings to make sure that the buildings is always successfully cleaned and staffed to meet all requirements. All employees are run through a very thorough background check and no one with any type of felony conviction is ever hired within GCC Commercial Cleaning.

GCC Commercial Cleaning is completely dedicated to the successful working and execution of this contract. GCC Commercial Cleaning will dedicate all the resources, management and personnel needed to do so on a daily basis. GCC Commercial Cleaning makes the following commitment to this contact if awarded to us again.

Kathleen L. Russell	80%	
Judith Howland	85%	
Kathryn Waltz	70%	
Kathy Darius	25%	
Mark Lingo	40%	
Melody Russell	100%	
Julie Jewels	100%	
Charles Simmons	-	
Carolina Rodriguez	-	All Trainers will devote 100% until all are hired and
Dinora Siff	-	employed within the Orange County Contract.
Jennifer Russell	-	
Richard Davilla	100%	
Floor Crew	25%	
Floor care specialist	100%	

Employee Breakdown per Building:

Kathy Russell, Owner

Judith Howland: District Supervisor/Floor Specialist

Kathryn Waltz: District Manager

City Hall, Municipal Srvc Complex, Police Dept:

Working Supervisor: Julie Jewels

Employees: Jennifer Kovach

Alice Sey

Charles Simmons

Carol Pinter

Events Center, Health Clinic, Museum, Tennis Ctr:

Working Supervisor: Melody Russell

Employees: Barbara Scoccio

Carolina Rodriguez

Public Works Building, Parks Building:

Working Supervisor: Julie Jewels

Employee Jennifer Kovach

Carol Pinter

Kathleen Russell, Owner
407/443-4908
gccclean@yahoo.com

GCC Commercial Cleaning

The Benefits of Choosing GCC Commercial Cleaning

1. We have over 15 years of experience only serving the Central/South Florida Areas
2. We specialize and service only Government Contracts
3. We are organized and focused in creating the best service everyday, every shift, no exceptions.
4. We have never missed a day of serving Any of our contracts in over the 15 years we have been in business.
5. We have an experienced well trained staff already available in the Orlando Area
6. We are a local company who are very accessible from the top down. We will answer all phone calls and/or emails within the hours.
7. You have access to me, (Kathleen L. Russell) The Owner if problems, solutions are not found or acceptable through our management staff.
8. We have a well-trained floor staff trained by one of the best in the business. People call and request us specifically because of our floor work, reputation.
9. Our Mission Statement is to do it right the First Time, Every time because we are GOD'S Cleaning Crew and we will make the difference you are looking for.
10. We are a company built from the ground up... We know how to clean...GCC was Built by cleaners not business people... We know the cleaning business inside and out, top to bottom.

Current Workload 2013

City of Palm Beach Contract

7 Buildings 104,000 sq Ft

Mike Olbrych, Project Mgr 561/-227-7036

e_mail: molbrych@townofpalmbeach.com

Performance Period 2008 -Present, contract is ongoing

Scope of Services:

Responsible for Maintaining the Cleanliness and overall appearance of all 7 buildingz.

Clean and Restock all consumables in all restroom and kitchen facilities.

Clean, dust and vacumn all office areas on a daily basis.

Strip and Refinish all VCT flooring Quarterly.

Burnish all VCT tile Monthly.

Top scrup all restroom floors Quarterlyly

Steam Clean and Extract all carpeted areas semi-annually.

Clean all inside glass areas daily. Windows - Semi-Annually.

Supplied and Maintained inventory for all 7 buildings, keeping sufficient inventory on site.

Eastern Regional Central Lab 55,000 total square feet

Curry Ford Road, Orlando, Fl

Carol Barrett - Maintenance Coordinator 407/254-9563

Fax #407-254-9561, Carol Cell # 407/765-9315

Performance Period is 1998- Present, Contract is Ongoing.

Scope of Services:

Responsible for Maintaining the overall daily cleanliness of both buildings.

Vacumn all carpeted areas daily.

Steam Clean tile in Laboratory Restrooms Semi-Annualy

Steam Clean and Extract Carpeted areas in Lab Semi-Annually

Perform Bonnet Method carpet cleaning in Laboratory Monthly.

Strip and Refinish all VCT tile Quarterly.

Burnish all VCT Tile Monthly.

Clean all glass inside as needed.

Pressure clean Outside Windows in Water Facility Quarterly.

Clean and Maintain Restrooms to hospital standards on a daily basis.

Restock and provide all supplies for Restrooms, keeping inventory on site.

The entire laboratory is to be cleaned and maintained up to or exceeding hospital standards on a daily basis.

Lake County Government Buildings

Tavares, Florida 5 Buildings 86,000 Ft

Donna Christopher, Purchasing Phone 352-742-6323

email: dchristopher@tavares.org

Performance Period is April 2004-Present, Contract is Ongoing.

Scope of Services:

Responsible for all daily cleaning in over 5 buildings

Clean and restock consumables in all restroom facilities.

Clean, dust and vacuum all office areas.

Strip and Refinish all VCT flooring on a Monthly Basis.

Burnish all VCT tile on a Weekly basis.

Steam Clean and Extract all carpeted areas Semi-Annually.

Clean all inside glass and windows Monthly.

Top scrub all restroom floors on a every other month basis.

Jenkins Automotive Group

V.W. and Hyundai Dealerships

04/2012-present - Contract is ongoing

Contact: Tim Coffey 352-547-9994

E_mail: tim_coffey@jenkinscars.com

Scope of Services:

Responsible for all daily cleaning in all areas of Buildings 7 days a week.

Clean and restock consumables in all restroom facilities.

Clean, dust and vacuum all office areas.

Strip and Refinish all VCT flooring Monthly

Burnish all VCT tile on a Weekly basis.

Steam Clean and Extract all carpeted areas Semi-Annually.

Clean all inside glass and windows Monthly.

Top scrub all restroom floors on a every other month basis.

POTENTIAL CLIENTS:

We do not have any new potential Clients other than your great City as we are awaiting bids on 3 Government opportunities but they have not made any decision as of yet and are not scheduled to start until Dec or January anyway.

ABILITY TO PERFORM WORK SCHEDULED

GCC Commercial Cleaning has crews on the ground-servicing customers working in both day and night shifts 7 days per week. I, Kathleen L. Russell have looked over the required work schedules of said buildings and will have no problem staffing and meeting the requirements as laid out in contract.

Organization Profile

GCC Commercial Cleaning is a mid sized Christian based Owned and Operated company organized as a Sole Proprietorship in 1981 servicing over 550,000.00 in strictly Government Commercial buildings. Being a Christian Based company customer satisfaction, honesty and integrity are our number 1 goals. GCC has a drug free workplace program and a "Do Not Touch Do Not Use" Policy in place that deals with theft, unauthorized use of ANY buildings phones, Faxes etc, both of which are strictly enforced. GCC also has a VERY SUCCESSFUL Quality Assurance Program that consists of nightly walk-thrus, checklists and one on one skilled training that sets our company apart from the others.

GCC Commercial Cleaning is a Woman owned minority based company who at this point services several different government buildings in numerous counties within the state of Florida but is still by the state guidelines considered a small business so we comply and meet both of these programs requirements.

GCC has all insurance needs of General Liability, Workman's Compensation and an incredible reputation already in place with several government entities and building locations throughout Florida. GCC Commercial Cleaning is not incorporated in any state or any foreign company. It also has never operated under another name of any other Ownership. GCC Commercial Cleaning will get the job done the First Time, that is our company goal with a proven track record of performance and reference to back up that goal and the vision of our company which is:

GCC—"God's Cleaning Crew"

A Christian Based Commercial Cleaning Company Committed to Excellence, Integrity and Honesty on a daily basis. We will do the job right the first time with detail and consistency. We will be available and quick to respond to any needs that may arise, always putting the customer first. We are the company that will make the difference you are looking for. We are GCC, "GOD'S CLEANING CREW"

GCC Commercial Cleaning
2 offices to serve you in
Ocala and Deltona

My duties as Owner of GCC Commercial Cleaning are as follows:

- 1) In charge of hiring/firing all Management, Crew Leaders
- 2) In charge of daily operation as far as billing, payment processing etc.
- 3) Handling of all complaints that cannot be resolved on Management level.
- 4) Ordering, coordinating delivery of all products to different accounts.
- 5) Putting together proposals, following new bid leads.
- 6) Marketing GCC Commercial Cleaning to new venues of cleaning opportunities
- 7) In charge of the development and implementation of all training programs.
- 8) In charge of the development and implementation of all Quality Control Programs.
- 9) Processing and turning over to my Accounting Dept all Payroll.
- 10) Making sure that GCC Commercial Cleaning is successful on every level.

Kathleen L. Russell, Owner

State of Florida

Minority, Women & Florida Veteran Business Certification

GCC COMMERCIAL CLEANING

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

07/12/2012 to 07/12/2014



DEPARTMENT OF MANAGEMENT
SERVICES



Scott Stewart
Scott Stewart, Interim Secretary
Florida Department of Management Services

State of Florida

Department of State

I certify from the records of this office that GCC COMMERCIAL CLEANING is a Fictitious Name registered with the Department of State on August 13, 2012.

The Registration Number of this Fictitious Name is G12000080061.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourteenth day of August, 2012

Ken Reitzner

Secretary of State



Authentication ID: 200238455042-081412-G12000080061

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Volusia County Revenue Division

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2014 Details — Business Tax Account GCC COMMERCIAL CLEANING

Business Tax Account #200010250012-03

[Account details](#)

[Account history](#)

2014

2013

2012

2011

2010

Paid

Paid

Paid

Paid

Paid

Account number: 200010250012-03
Business start date: 10/25/2000
Business address: GCC COMMERCIAL CLEANING
1811 OAK GROVE AV
DELTONA, FL
Physical business location: Deltona

Owner(s): KATHLEEN RUSSELL
1747 FT SMITH BLVD
DELTONA, FL 32725
Mailing address: GCC COMMERCIAL CLEANING
1747 FT SMITH BLVD
DELTONA, FL 32725

Receipts And Occupations

Receipt 200010250012

Business Service 10/01/2013-09/30/2014
Business Service

Units: 2

Paid 2013-08-27 \$22.00
Receipt #WWW-12-00011734

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <i>Kathleen C. Russell D/B/A</i>	
	Business name/disregarded entity name, if different from above <i>GCC COMMERCIAL CLEANING</i>	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <i>1811 OAK GROVE AVE</i>		Requester's name and address (optional)
City, state, and ZIP code <i>DELTONA, FL 32725</i>		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.

7. A foreign central bank of issue.

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.

9. A futures commission merchant registered with the Commodity Futures Trading Commission.

10. A real estate investment trust.

11. An entity registered at all times during the tax year under the Investment Company Act of 1940.

12. A common trust fund operated by a bank under section 584(a).

13. A financial institution.

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at scam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
8. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

WORK PLAN FOR LAKE MARY

The below work plan is an estimate: GCC'S commitment to service is we work as a team, we start and finish as a team no matter how long it takes, could be longer or shorter as the estimated time listed. We will do the job right the first time, every time, day and/or night no matter what.

City Hall: I propose to staff this with 4) people, including one working Supervisor.
Daily Requirements: To be cleaned Tuesday (nights) Saturday during the Day (after 2:00pm)

- 1) Person will be in charge of all Bathrooms, trash and recycling and Cigarette canisters or ashtrays...estimated 2 hours
- 1) Person will be in charge of all Glass, Dusting and wiping of all desks, walls and Hard surfaces, polishing all kick plates...Estimated 2 hours
- 1) Person will be in charge of all break room/kitchen areas and vacuuming (2hrs)
- 1) Person will be in charge of all dust mopping/mopping of all hard surface floors Including bathrooms and break rooms/kitchen areas...estimated 2 hours.

This same team of 4 people will also be in charge of the Municipal Srvc Complex, and the Police Dept...They will start at the City Hall and move as a unit to the Police Dept and then end up together at the Municipal Srvc Complex.

Police Dept: I propose the same staff of 4 people listed above performing the same duties as listed above, taking approximately 2.5 hours each.

Municipal Services Complex: I propose the same staff of 4 people listed above performing the same duties as above taking approximately 2 hours each.

Events Center: I propose a staff of 3 people to start at the Events Center Mon-Friday Starting at 8-9am, finishing at 10am M-F

- 1) Person will be in charge of all bathrooms, trash and recycling and Cigarette canisters and ashtrays...estimated 1-1.5 hours.
- 1) Person will be in charge of all Glass, Dusting and wiping of all desks, walls and Hard surfaces, polishing all kick plates...Estimated 1-1.5 hours
- 1) Person will be in charge of all break room/kitchen areas and vacuuming (1-1.5)
- 1) Person will be in charge of all dust mopping/mopping of all hard surface floors Including bathrooms and break rooms/kitchen areas...estimated 1-1.5 hours.

Health Clinic: I propose the same staff of 4 people listed above performing the same duties Mon, Wed Starting at 10-11am taking estimated 1.5-2 hours

Museum: I propose the same 4 people listed above performing the same duties Friday's starting at 11:00am taking an estimated 1.5 hours

Tennis Ctr: I propose the same 4 people listed above performing the same duties on Friday's starting at 1-2pm and taking approximately 1 hour

Public Works Bldg: I propose to be done by the same 4 people listed above starting after 6pm on Fridays taking an estimated 1 hour

Parks Building: I propose to be done by the same 4 people listed above started after 6:00 pm on Fridays taking an estimated 1 hour

Quarterly:

The Floors will be top scrubbed and waxed utilizing our floor team. The buildings will be set up on a schedule given and approved by the City.

All other duties listed will be done by the crew in charge of the buildings and will be part of their checklists:

Dust all picture frames, Brush cobwebs from ceilings up to 12', Detail fountains removing any deposits, Dust all Mini Blinds, Vacuum cloth chairs, Vacuum all partitions.

Semi Annual:

The carpets will be done using our carpet cleaning crew.

The windows will be done inside/out by the crew in charge of the buildings.

EQUIPMENT LIST

COMMERCIAL UPRIGHT EUREKA VACUMN CLEANERS -85
COMMERCIAL RUBBER MAID MOP BUCKETS -125
MOP HANDLES - 280
DUST MOPS/MOP HANDLES 80 COMPLETE
FLOOR TOP SCRUBBING MACHINES - 25
HIGH SPEED BUFFERS/ BURNISHERS -15
DUAL SPEED BUFFERS - 16
WET/DRY VACUMN - 28
SPRAY BOTTLES -850
CHEMICAL SET UP; WINDOW CLEANER, GERMICIDAL CLEANER,
ALL PURPOSE CLEANER, STAINLESS STEEL CLEANER ETC.
80 BUILDING SET UP ON HAND.
LARGE TRASH CANS ON ROLLERS -85
TOTES TO BE USED FOR CHEMICALS -160
FEATHER DUSTERS -265
LARGE RUBBERMAID SERVICE CARTS - 58
RUBBERMAID YELLOW TRASH CAN ORGANIZERS -145
5 LARGE TRUCK MOUNT CARPET CLEANING SYSTEMS
THAT HAVE ON BOARD EQUIPMENT FOR HOT WATER
EXTRACTIONS AND SPOT CLEANING.
ALL OTHER NEEDED ITEMS CAN/WILL BE PURCHASED
THROUGH SUPPLIERS BEFORE START OF CONTRACT

Quality Assurance Plan

GCC has a strong Quality Assurance Plan enlisting Checklist on a daily, weekly, Monthly basis and layers of accountability to check and double check that the job is being done, timely and right each and every time, each and every day.

GCC Commercial Cleaning makes a unique and personalized checklist for each and every contract focusing on the outline and requirements of each and every job expected on a daily, weekly, monthly, Semi-Annual and Annual basis.

Here is an outline of how our Quality Assurance plan works:

1. This checklist is given to every layer of management and employee and gone over in a pre-start meeting so each person at every level knows what to expect everyday.
2. The checklist is posted in each and every Janitorial Closet, it is gone over nightly by the onsite manager and used by each employee to follow the expectations of his or her duties.
3. The Area Manager visits each and every building assigned to them weekly with their own checklist again outlining the daily, weekly, monthly requirement as a second layer of checking making sure that everything has been accomplished.
4. The Contract Manager visits each location at least 1-2x per month and again has their own checklist which will check behind the first two levels of checklists to again make sure that everything within the requirements of the contract have been completed.
5. The weekly and Monthly checklists are sent either via fax or email to Kathleen Russell, Owner directly for her review and the nightly checklists filled out by the on site supervisor are sent to their coordinating Area Managers weekly.
6. Kathleen Russell or Judith Howland will make on site visits randomly to do surprise checklists and make sure that all levels of Management are achieving and delivering the expectations of the contract as outlined.
7. We also have onsite log books where contacts in every building can communicate first hand with Management or employees of any areas of concerns or needs that have not been met. It also gives us an opportunity to communicate with the building of any concerns or problems we may have found or encountered while cleaning.

Handling Customer Complaints

GCC Commercial Cleaning's goal is to do it right the first time every time and therefore have no complaints but this is our procedure on the rare occasions that we do receive one. GCC Commercial Cleaning has a log book onsite in every building where simple complaints can be delivered and handled on a nightly basis.

- 1) The onsite Manager is in charge of handling the complaint via either e_mail or a phone call. All Managers must have a working cell phone and answer all calls and e_mails within the hour and fix or have an action plan to fix problems immediately upon receipt.
- 2) The Manager will decide what the level of the complaint is and if act accordingly.
 - A. **Non Urgent**: Manager will make a note of complaint and follow up with the Appropriate employee that evening making sure it is corrected/Fixed and will than communicate either via phone or e_mail to the contact and their Area Manager what measures were taken and that either the problem was fixed or the steps and time line that will need to be taken to fix the problem.
 - B. **Medium Urgent**: Manager will return e_mail or call to person who issued complaint to measure if they need to meet with person at building to see and deal with complaint or if they can deal with it when servicing building that evening. The rest of procedure is the same as above.
 - C. **Urgent** – Manager will arrange to meet person who issued complaint at building and will communicate both verbally and in writing including copy to Area Manager and Judith Howland what was done to fix problem either Immediately or the steps/Plan to fix problem along with time frame and follow up once problem was fixed again including Copy to Area Manager and Judith Howland
- 3) The Manager will follow up to the Area Manager with an outline of complaint, steps taken to handle the complaint and the outcome

If the complaint is not resolved or handled to the Customers satisfaction it will be Elevated to the Area Manager who will directly involve Judith Howland and/or Kathy Russell, depending on the urgency of the complaint until resolved to the customers satisfaction.

GCC Training Program

Overview:

GCC Commercial has a hands on training program mixed with Class Room information for all employees.

Once an employee is hired that go through a weeklong training regiment starting with 2 days of classroom overview covering the basics of cleaning, Safety, Blood Borne Pathogen Training, an overview of all GCC Commercial Cleaning's Policy etc. This training is done via handouts, oral presentations and real life examples done in the classroom.

The next 3 days are spent in the field cleaning in the actual building that they will transition in, working one on one with the training supervisor.

The Training Schedule is laid out as such:

Day 1: Class Room Training going over GCC Commercial Cleanings Policies including:

- Drug and Alcohol Free workplace
- No Weapons in vehicles or on person or in any buildings serviced by GCC.
- The Correct Uniform expected to be worn daily
- Safety and Accident Prevention Training
- No Harassment of any kind allowed or tolerated in the work place.
- Do Not Touch or Use Policy

Day 2: Class Room Training: Real Examples of Cleaning Procedures including:

- Mopping/Dust Mopping Techniques
- Glass Cleaning
- Bathroom Cleaning/Blood Borne Pathogen Training
- Policy on Office/Desk Cleaning
- Correct Chemical Usage and Labeling to prevent Cross Contamination.

Employee Retention/Turnover

GCC Commercial Cleaning has very low turnover rate on employees. I have employees and managers that have worked for me from 5-15 years. The least anyone has been with me at this point is 2 years.

Our goal at GCC Commercial Cleaning is to treat our employees with the honor and respect that they deserve and earn. Each employee is either given a specific task or area within a building or an entire building, depending on the circumstances that they are in charge of. We train, show and give them the tools to be successful and then give them the trust to do the job right the first time everytime and reward them for doing so. We are not an hourly minded company we are a family focused company...we average paying our employees between 10-30 dollars an hour depending on their responsibility plus paid holidays off. We also have a large trained back up crew that can cover so people can have vacations, sick days and time off with their families.

Experience Requirement for Employees:

GCC Commercial Cleaning only hires Employees with Commercial Cleaning experience that have legal documentation to work in the U.S.A can pass a criminal background check and that can write and communicate in English, our requirements are as follows:

Area Managers: Must have between 3-5 years of Commercial Cleaning Management Experience. Must have at least 3 yrs of Commercial Cleaning experience themselves and know how to clean so that they will have sufficient knowledge to train, correct and follow up with the employees and manage the requirements of a contract.

Training Manager: Must have 3-5 years of Commercial Cleaning Experience. Must know the basics of all aspects of training and be able to communicate and show employees correct GCC Commercial Cleanings' cleaning procedures. Must be certified within GCC'S Management Training Course.

On Site Manager: Must be employed with GCC Commercial Cleaning at least 1 year and have no less than 3 years overall Commercial Cleaning Experience.

Employees: Must have no less than 1 year of Commercial Cleaning Experience

Floor Team: Must have at least 1 year of Stripping/Waxing and or Burnishing experience. Must be certified within our floor team-training course.

GCC Safety Plan

GCC Commercial Cleaning has an extensive Safety Plan which involves Bloodborne Pathogen Exposure. I have included Checklist(s) and Guidelines used by our Safety Coordinator, Area Managers and On Site Managers in order to insure all Safety Guidelines set out by GCC Commercial Cleaning are carried out.

This is an Overview of our Safety Plan:

GCC Commercial Cleaning heads our Safety Plan with a Safety Coordinator, Kathy Darius has over 20 years Osha Training Experience and is Certified in Blood Borne Exposure training. She conducts monthly Safety Meetings and trains all Area, On Site Managers and employees. She is also responsible for doing quarterly check ups on each building making sure that GCC Commercial Cleaning's Safety Plan is being executed and carried out as planned.

Our Safety Plan covers:

- A. Reporting of Injuries, have forms, procedures in place.
- B. Fall Protection Gear Requirements
- C. Clothing that must provide adequate protection to the body ie: T-shirt Sleeves at least, Steel Toe Shoes, no Flip Flops, Sandals, Etc.
- D. Drug Free and Alcohol Free workplace Policy
- E. No Firearms of any kind even in vehicles Policy
- F. Coded and Properly Grounded Electrical Chords Managed by Mark Lingo
- G. Proper Use of Ladders and Scaffolding, Training only Specialized people to use such equipment as needed.
- H. The proper use of Safety Mono-Goggles, Gloves, Respiratory Protection Masks.
- I. A Clean and Safe Work Environment without Water, Grease other Slip issues left Not dealt with immediately.
- J. Proper Storage of chemicals which are inspected and Inventoried Regularly.
- K. Motor Vehicle Safety Inspections within company, no riding in the back of pick up trucks under any circumstances.
- L. Policy of how to properly handle Human Blood, Urine, Feces and Sharp Objects
- M. Sharp Object Disposal Log
- N. Hepatitis B Vaccine Policy Requirement and Follow up.
- O. Having and implementing a Strong Accident Prevention Plan
- P. On going Safety, Accident Prevention Training and follow up.

REFERENCES

City of Palm Beach Contract

7 Buildings 104,000 sq Ft

Mike Olbrych, Project Mgr 561/-227-7036

e_mail: molbrych@townofpalmbeach.com

Performance Period 2008 -Present, contract is ongoing

Scope of Services:

Responsible for Maintaining the Cleanliness and overall appearance of all 7 buildingz.

Clean and Restock all consumables in all restroom and kitchen facilities.

Clean, dust and vacuum all office areas on a daily basis.

Strip and Refinish all VCT flooring Quarterly.

Burnish all VCT tile Monthly.

Top scrup all restroom floors Quarterly

Steam Clean and Extract all carpeted areas semi-annually.

Clean all inside glass areas daily. Windows - Semi-Annually.

Supplied and Maintained inventory for all 7 buildings, keeping sufficient inventory on site.

Eastern Regional Central Lab 55,000 total square feet

Curry Ford Road, Orlando, Fl

Carol Barrett - Maintenance Coordinator 407/254-9563

Fax #407-254-9561, Carol Cell # 407/765-9315

Performance Period is 1998- Present, Contract is Ongoing.

Scope of Services:

Responsible for Maintaining the overall daily cleanliness of both buildings.

Vacumn all carpeted areas daily.

Steam Clean tile in Laboratory Restrooms Semi-Annualy

Steam Clean and Extract Carpeted areas in Lab Semi-Annually

Perform Bonnet Method carpet cleaning in Laboratory Monthly.

Strip and Refinish all VCT tile Quarterly.

Burnish all VCT Tile Monthly.

Clean all glass inside as needed.

Pressure clean Outside Windows in Water Facility Quarterly.

Clean and Maintain Restrooms to hospital standards on a daily basis.

Restock and provide all supplies for Restrooms, keeping inventory on site.

The entire laboratory is to be cleaned and maintained up to or exceeding hospital standards on a daily basis.

Lake County Government Buildings

Tavares, Florida 5 Buildings 86,000 Ft

Donna Christopher, Purchasing Phone 352-742-6455

Fax # 352-742-6397

Performance Period is April 2004-Present, Contract is Ongoing.

Scope of Services:

Responsible for all daily cleaning in over 5 buildings

Clean and restock consumables in all restroom facilities.

Clean, dust and vacuum all office areas.

Strip and Refinish all VCT flooring on a Monthly Basis.

Burnish all VCT tile on a Weekly basis.

Steam Clean and Extract all carpeted areas Semi-Annually.

Clean all inside glass and windows Monthly.

Top scrub all restroom floors on a every other month basis.

Jenkins Automotive Group

V.W. and Hyundai Dealerships

04/2012-present - Contract is ongoing

Contact: Tim Coffey 352-547-9994

E_mail: tim_coffey@jenkinscars.com

Scope of Services:

Responsible for all daily cleaning in all areas of Buildings 7 days a week.

Clean and restock consumables in all restroom facilities.

Clean, dust and vacuum all office areas.

Strip and Refinish all VCT flooring Monthly

Burnish all VCT tile on a Weekly basis.

Steam Clean and Extract all carpeted areas Semi-Annually.

Clean all inside glass and windows Monthly.

Top scrub all restroom floors on a every other month basis.

**RFP-13-08
JANITORIAL SERVICES**

PROPOSAL FORM

(Includes all as outlined under Section II, Scope of Work)

LOCATION/FACILITY	DAILY COST PER CLEAN	A		B		C		A+B+C
		ANNUAL DAILY COST	QRTL COST PER CLEAN	ANNUAL QTRLY COST	SEMI- ANNUAL COST PER CLEAN	ANNUAL SEMI-ANNUAL COST	TOTAL ANNUAL COST PER FACILITY	
CITY HALL 100 North Country Club Road	105.77	11,000.00	150.00	600.00	200.00	400.00	\$12,000.	
EVENTS CENTER 260 North Country Club Road	51.54	13,400.00	150.00	600.00	200.00	400.00	\$14,400.	
FRANK EVANS CENTER 158 North Country Club Road	47.12	2,450.00	100.00	400.00	75.00	150.00	\$ 3,000.	
HEALTH CLINIC 170 Seminole Avenue	33.08	3440.32	100.00	400.00	80.00	160.00	\$ 4,000.	
MUNICIPAL SERVICES COMPLEX 911 Wallace Court	110.58	11,500.00	150.00	600.00	200.00	400.00	\$12,500.	
PARKS BUILDING 500 Roland Garros Lane	46.00	2392.00	80.00	320.00	44.00	88.00	\$ 2,800.	
POLICE DEPARTMENT 165 East Crystal Lake Avenue	117.63	12,233.00	175.00	700.00	200.00	400.00	\$13,333.	
PUBLIC WORKS/FLEET 235 Rinehart Road	40.00	2,080.00	90.00	360.00	30.00	60.00	\$ 2,500.	
TENNIS CENTER 515 Roland Garros Lane	41.00	2,132.00	90.00	360.00	54.00	108.00	\$ 2,600.	

TOTAL \$67,133.00

Kathleen L. Russell
Proposer Signature

08/27/2013
Date

GCC Commercial Cleaning
Firm Name

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

EQUIPMENT LIST

COMMERCIAL UPRIGHT EUREKA VACUMN CLEANERS -85
COMMERCIAL RUBBER MAID MOP BUCKETS -125
MOP HANDLES - 280
DUST MOPS/MOP HANDLES 80 COMPLETE
FLOOR TOP SCRUBBING MACHINES - 25
HIGH SPEED BUFFERS/ BURNISHERS -15
DUAL SPEED BUFFERS - 16
WET/DRY VACUMN - 28
SPRAY BOTTLES -850
CHEMICAL SET UP; WINDOW CLEANER, GERMICIDAL CLEANER,
ALL PURPOSE CLEANER, STAINLESS STEEL CLEANER ETC.
80 BUILDING SET UP ON HAND.
LARGE TRASH CANS ON ROLLERS -85
TOTES TO BE USED FOR CHEMICALS -160
FEATHER DUSTERS -265
LARGE RUBBERMAID SERVICE CARTS - 58
RUBBERMAID YELLOW TRASH CAN ORGANIZERS -145
5 LARGE TRUCK MOUNT CARPET CLEANING SYSTEMS
THAT HAVE ON BOARD EQUIPMENT FOR HOT WATER
EXTRACTIONS AND SPOT CLEANING.
ALL OTHER NEEDED ITEMS CAN/WILL BE PURCHASED
THROUGH SUPPLIERS BEFORE START OF CONTRACT.

**RFP-13-08
JANITORIAL SERVICES**

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: GCC Commercial Cleaning

ADDRESS: 1811 Oak Grove Avenue
Deltona, Fl 32725

TELEPHONE 407-443-4908 FAX: _____

EMAIL: gccclean@yahoo.com

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. 1 Date Issued: 7/30/2013

Addendum No. 2 Date Issued: 8/16/2013

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: *Kathleen L. Russell*

TITLE: Owner

(print/type name as signed above): Kathleen L. Russell

DATE: 8/27/2013

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

CITY OF LAKE MARY

RFP #13-08

JANITORIAL SERVICES

ADDENDUM #1

July 30, 2013

This addendum is being issued to provide all prospective bidders/proposers with clarifications and/or answers to questions related to RFP #13-08.

Q1. Who is currently cleaning your buildings?

A1. Performance Cleaning Group

Q2. Are there multiple cleaning businesses?

A2. No

Q3. How much are you currently paying per year for the cleaning services?

A3. From October 2012 through June 2013, a total of \$35,544.46 has been paid.



All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

CITY OF LAKE MARY

RFP #13-08

JANITORIAL SERVICES

ADDENDUM #2
August 16, 2013

This addendum is being issued to provide all prospective proposers with clarifications and answers to various questions/issues raised at the Pre-Proposal Meeting of August 14, 2013.

Q1. Can you please clarify the square footage to be cleaned at the Parks Bldg?

A1. The RFP states 5,600 sq. ft. but the actual square footage to be cleaned is 732 sq. ft.

Q2. Does the janitorial company need to clean HVAC vents?

A2. No

The following are clarifications and reiterations of the specifications:

Every employee who may need to enter **any** City facility will need to be fingerprinted and a thorough background check will be completed prior to being permitted to enter.

In Section II, Scope of Work, item C1 is a weekly schedule that includes required man hours. This applies to the daily cleaning only.

Listed below is information about what supplies the City will provide:

Janitorial Paper Supplies Provided by the City of Lake Mary

(It is the responsibility of the janitorial company to distribute these supplies to the different facilities listed in the RFP document.)

1. Multifold Paper Towels
2. 2-ply Perforated Toll Towels
3. 2-ply Bathroom Tissue
4. All Trashcan Liners.
5. Brown Waxed Paper Sanitary Napkin Liners
6. Urinal Screens

Janitorial Supplies Not Provided by the City of Lake Mary

1. The Contractor will provide cleaning solutions to perform the services as outlined in the RFP.
2. The Contractor will provide Betco Clario Foaming Hand Wash (75729-00 1000 mil, any available color) for dispensers in all facilities where applicable. Other soap dispensers throughout the City facilities which do not use the above listed product, are not the responsibility of the Janitorial Contractor.

The types of flooring in each facility are listed below:

Flooring surfaces at each City Facility

- | | | |
|----|--------------------|--|
| 1. | City Hall | Carpet in administrative areas
Tile in foyer and adjacent hallways
Tile in break areas
Tile in all restrooms |
| 2. | Events Center | Carpet in administrative areas
Carpet in Groom/Bride area and adjacent hallway
Carpet in Ballrooms
Tile in foyer and main hallway
Tile in break area
Tile in all restrooms
Tile in back hallway adjacent catering kitchen
Wood Laminate in rotunda and reception hall |
| 3. | Frank Evans Center | Wood floor in main building
Wood floor in kitchen
Tile in all restrooms |
| 4. | Health Clinic | Wood Laminate flooring throughout building
Tile in restrooms |
| 5. | Municipal Complex | Carpet in administrative areas and hallways
Tile in all break areas
Tile in all restrooms
Tile in rotunda
Tile in Senior Center administrative, reception and kitchen areas
Wood Laminate flooring in activity area of Senior Center |
| 6. | Parks Building | Tile throughout facility |
| 7. | Police Department | Carpet in administrative areas both first and second floors
Tile in lobby
Tile in first floor hallways
Tile in all break areas both first and second floors
Tile in all restroom areas both first and second floors |
| 8. | Public Works | Tile throughout building |
| 9. | Tennis Center | Tile throughout building |



Exact square footage of different flooring surfaces for each facility is not available.

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

DRUG-FREE WORKPLACE FORM

The undersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that

GCC Commercial Cleaning _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

Kathleen L. Russell
(Authorized signature)

August 27th 2013
(Date)

Kathleen L. Russell
(Print/type name as signed above)

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF Florida)

COUNTY OF MARION)

KATHLEEN L. RUSSELL, being duly sworn, deposes and says that:

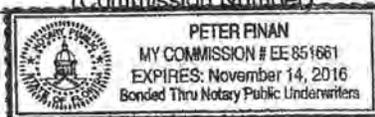
- (1) He/she is Owner of GCC Commercial Cleaning
Title Firm/Company
 the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Lake Mary, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Kathleen L. Russell
Owner
(Title)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th of Aug 2013 by KATHLEEN L. RUSSELL, who is personally known to me or who has produced FL DR. LIC. as identification and who did (did not) take an oath.

Peter Finan (Signature of Notary Public)
PETER FINAN (Name of Notary Typed, Printed or Stamped)
Notary Public
EE851661 (Commission Number)



****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

Insurance Requirements Form

Insurance Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
<input checked="" type="checkbox"/> Employer's Liability	\$500,000.00 each accident, single limit per occurrence
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$500,000.00 single limit per occurrence \$1,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Lake Mary, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Lake Mary.
<input checked="" type="checkbox"/> Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input type="checkbox"/> Other	

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Lake Mary must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Lake Mary.

Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

GCC Commercial Cleaning
 PROPOSER/BIDDER

Kathleen L. Russell
 AUTHORIZED SIGNATURE

Kathleen L. Russell, Owner
 OFFICER TITLE

August 28th, 2013
 DATE

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

REFERENCE LISTING FORM

List a minimum of five (5) references (other than the City of Lake Mary) for similar projects and contracts, preferably governmental, which you have completed within the past three (3) years. Prefer references close to the City of Lake Mary, Florida location in the event a site visit is in order.

1 CUSTOMER NAME: City of Palm Beach
 ADDRESS: Palm Beach, Florida
 TELEPHONE: 561-227-7036 EMAIL: molbrych@townofpalmbeach.com
 CONTACT NAME: Mike Olbrych
 DATE OF COMPLETION OF PROJECT: On going, started in 2008
 CONTRACT AMOUNT: \$ 9850.00 per month

2 CUSTOMER NAME: Eastern Regional Laboratory
 ADDRESS: Curry Ford Road Orlando, Fl
 TELEPHONE: 407-254-9552 EMAIL: scott.rampenthal@ocfl.net
 CONTACT NAME: Scott Rampenthal
 DATE OF COMPLETION OF PROJECT: on going, started contract in 1998
 CONTRACT AMOUNT: \$ 2250.00 per month

3 CUSTOMER NAME: Lake County Government Contract
 ADDRESS: Tavares, Fl
 TELEPHONE: 352-742-6455 EMAIL: dchristopher@tavares.org
 CONTACT NAME: Donna Christopher
 DATE OF COMPLETION OF PROJECT: on going, started contract in 2004
 CONTRACT AMOUNT: \$ 3850.00 per month

4 CUSTOMER NAME: City of Deland
 ADDRESS: 121 West Rich Avenue Deland, Fl 32720
 TELEPHONE: 386-740-6869 EMAIL: Fax: 386-740-6869
 CONTACT NAME: Mike Greshosz
 DATE OF COMPLETION OF PROJECT: 10,850.00 per month
 CONTRACT AMOUNT: \$ October 2009 (was outbid on renewal of contract)

5 CUSTOMER NAME: State of Florida Transportation Building
 ADDRESS: 709 South Woodland Blvd Deland, Fl 32720
 TELEPHONE: 386-943-5007 EMAIL: (fax) 386-740-5338
 CONTACT NAME: David Clark
 DATE OF COMPLETION OF PROJECT: 2011
 CONTRACT AMOUNT: \$ 10,250.00 per month (was outbid on renewal of contract)

Firm Name: GCC Commercial Cleaning
 My company has been in this type of business for 20 years
 State License Number: 200010250012-03 expires: 9/30/2014

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**



City of Lake Mary, Florida

JANITORIAL SERVICES

AGREEMENT made as of the _____ day of _____, in the year two thousand and fourteen (2014)

BETWEEN the City:

City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

And the Contractor:

GCC Commercial Cleaning
1811 Oak Grove Avenue
Deltona, Florida 32725

The Contractor agrees to perform Janitorial Cleaning Services for
City of Lake Mary Facilities and
The City agrees to pay for the Janitorial Cleaning Services for
City of Lake Mary Facilities, as set forth below:

ARTICLE ONE

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, original RFP #13-08 Bid Documents and Janitorial Services Contract Scope of Work Documents (to include Contract Pricing), which supersedes portions of the original Bid Documents as follows:

1. Part I Introduction, Section A, Subsections 1 and 2, listing of City Facilities and Facility Statistics and Square Footages, to include the addition of the Community Center at 140 East Wilbur Avenue, Lake Mary, Florida 32746.
2. Part II Functional Specifications, Section A, Subsections 1 and 2, Cleaning Schedule per Facility and Weekly Schedule Time Considerations, to include the change of cleaning hours at the Events Center and the addition of the Community Center.

ARTICLE TWO

MISCELLANEOUS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, providing that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by a negligent act or omission of the Contractor/Vendor, any Subcontractor, anyone else directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this Section. In any and all claims against the City, or any of their agents or employees by an employee of the Contractor/Vendor, any Subcontractor, any directly or indirectly employed by and of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor or any Subcontractor under workers' or worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE THREE

TERM OF CONTRACT

The period of the Contract shall run from date of contract until June 30, 2015. The contract may be extended by mutual agreement for 2 (two) 12-month periods thereafter.

The Contract may be terminated by the City, with or without cause, immediately upon written notice to the other party sent by Certified Mail to the address as indicated on the Contract. The Contract may be terminated by the Contractor upon 30 days written notice to the City, sent by Certified Mail to the address as indicated on the Contract. Upon an early termination, the City shall pay only for those services which have been rendered pursuant to this Agreement up until the date of termination.

THIS AGREEMENT entered into as of the day and year first written.

CITY
For The City of Lake Mary

WITNESS

Jacqueline B. Sova/City Manager

Print Name

Print Name

CONTRACTOR
For GCC Commercial Cleaning

WITNESS

Kathleen Russell/Owner

Print Name



CITY MANAGER'S REPORT

DATE: June 5, 2014
TO: City Commission
FROM: David Dovan, Assistant Director of Public Works
SUBJECT: Cold mix paving program

DISCUSSION: In this year's program the roads to be repaved are Lakeview Ave. (5th to Wilson); Washington Ave. (5th to Longwood-Lake Mary); Clermont Ave., Tracy Rd., Williams Rd., Estella Rd., Franklin Rd., and Leprechaun Ln. Also an unpaved section of Roland Garros Ln. will be paved. We will mill existing pavement where necessary for drainage and transitions (11,883 square yards).

All roads will receive a 1.5" overlay of SP12.5 asphalt (24,888 square yards). Many of the Open Grade Cold Mix roads were constructed in 1999. In 2006, a fog seal was applied to extend their life. They have now oxidized and are in need of a complete overlay.

Orlando Paving Company, a division of Hubbard, will be performing the work under a piggy-back contract; Seminole County IFB-600562-09/GMG (attached). The total cost of the work is estimated at \$227,157.35. The budgeted funds for this work are \$230,000.

RECOMMENDATION:

Request Commission authorize City Manager to enter into an agreement with Orlando Paving Company in an amount not to exceed \$227,157.35 for the above described road work.



**RESOURCE MANAGEMENT DEPARTMENT
PURCHASING AND CONTRACTS DIVISION**



January 9, 2014

Fax # 407-578-5251

Orlando Paving Co.
PO Box 547186
Orlando, FL 32854-7186
Attn: P. Frederick O'Dea, Jr.

Re: IFB-600562-09/GMG – Pavement Management Program

Dear Mr. O'Dea:

The expiration date of this contract is April 22, 2014. In accordance with the Seminole County Purchasing Code, we are requesting a ninety (90) day extension to July 22, 2014, provided all prices, terms and conditions remain the same while the new bid is processed.

If you are in agreement with extending the current contract, please sign below and return by email or via fax to Purchasing and Contracts Division, 407-665-7956, as soon as possible.

If you have any questions, please contact me at 407-665-7123.

Sincerely,

Gloria M. Garcia

Gloria M. Garcia, CPPB
Senior Procurement Analyst

cc: Betsy Cohen, Procurement Supervisor
Jean Collock, Contract/Project Coordinator
Shad Smith, Assistant County Engineer
Project File

Orlando Paving, Co. agrees to extend IFB-600562-09/GMG for the specified period. All prices, terms and conditions will remain the same.

P. Frederick O'Dea, Jr.
Signature

1/9/14
Date

* * * Communication Result Report (Jan. 9. 2014 4:54PM) * * *

1}

Date/Time: Jan. 9. 2014 4:52PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
7351 Memory TX	4076657956	P. 1	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection
- E. 6) Destination does not support IP-Fax



RESOURCE MANAGEMENT DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



January 9, 2014

Fax # 407-578-5251

Orlando Paving Co.
PO Box 547186
Orlando, FL 32854-7186
Attn: P. Frederick O'Dea, Jr.

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If you are in agreement with extending the current contract, please sign below and return by email or via fax to Purchasing and Contracts Division, 407-665-7186, as soon as possible.

If you have any questions, please contact me at 407-606-7123.

Sincerely,

Gloria M. Garcia

Gloria M. Garcia, CPPB
Senior Procurement Analyst

cc: Betsy Cohen, Procurement Supervisor
Joan Collock, Contract/Project Coordinator
Shad Stillis, Assistant County Engineer
Project File

Orlando Paving, Co. agrees to extend IFB-600562-09/GMG for the specified period. All prices, terms and conditions will remain the same.

P. Frederick O'Dea
Signature

1/9/14
Date

Item No.	Description		2012
1-1	SP-12.5 Superpave Asp. Concrete	0-50 TN	\$147.95
	SP-12.5 Superpave Asp. Concrete	51-150 TN	\$120.10
	SP-12.5 Superpave Asp. Concrete	151-300 TN	\$97.25
	SP-12.5 Superpave Asp. Concrete	Over 300 TN	\$63.56
1-1A	SP-12.5 Superpave Asp. (PG 76-22)	0-50 TN	\$200.00
	SP-12.5 Superpave Asp. (PG 76-22)	51-150 TN	\$160.00
	SP-12.5 Superpave Asp. (PG 76-22)	151-300 TN	\$130.00
	SP-12.5 Superpave Asp. (PG 76-22)	Over 300 TN	\$119.00
1-2	SP 9.5- Superpave Asp. Conc.	0-50 TN	\$151.30
	SP-9.5 Superpave Asp. Concrete	51-150 TN	\$124.45
	SP-9.5 Superpave Asp. Concrete	151-300 TN	\$100.60
	SP-9.5 Superpave Asp. Concrete	Over 300 TN	\$66.90
1-2A	SP 9.5- Superpave Asp. (PG 76-22)	0-50 TN	\$205.00
	SP 9.5- Superpave Asp. (PG 76-22)	51-150 TN	\$165.00
	SP 9.5- Superpave Asp. (PG 76-22)	151-300 TN	\$135.00
	SP 9.5- Superpave Asp. (PG 76-22)	Over 300 TN	\$120.00
1-3	FC- 12.5 Granit Aggregate	0-50 TN	\$165.70
	FC- 12.5 Granit Aggregate	51-150 TN	\$138.45
	FC- 12.5 Granit Aggregate	151-300 TN	\$121.50
	FC- 12.5 Granit Aggregate	Over 300 TN	\$101.30
1-3A	FC- 12.5 Granit Aggregate (PG 76-22)	0-50 TN	\$220.00
	FC- 12.5 Granit Aggregate (PG 76-22)	51-150 TN	\$180.00
	FC- 12.5 Granit Aggregate (PG 76-22)	151-300 TN	\$150.00
	FC- 12.5 Granit Aggregate (PG 76-22)	Over 300 TN	\$135.00
1-4	FC - 9.5 Granit Aggregate	0-50 TN	\$169.86
	FC - 9.5 Granit Aggregate	51-150 TN	\$142.10
	FC - 9.5 Granit Aggregate	151-300 TN	\$125.80
	FC - 9.5 Granit Aggregate	Over 300 TN	\$105.80
1-4A	FC - 9.5 Granit Aggregate (PG 76-22)	0-50 TN	\$226.00
	FC - 9.5 Granit Aggregate (PG 76-22)	51-150 TN	\$185.00
	FC - 9.5 Granit Aggregate (PG 76-22)	151-300 TN	\$160.00
	FC - 9.5 Granit Aggregate (PG 76-22)	Over 300 TN	\$140.00
1-5	Mobilization Charge	1	\$1,155.65
2-1	Prime and Sand	0-1000 SY	\$0.50
	Prime and Sand	1001-2000 SY	\$0.50
	Prime and Sand	2001-3000 SY	\$0.50
	Prime and Sand	Over 3000 SY	\$0.50
3-1	Milling In-place - Contractor	0-1000 SY	\$9.00
	Milling in-place - Contractor	1001-2000 SY	\$4.00
	Milling in-place - Contractor	2001-3000 SY	\$2.50
	Milling in-place - Contractor	Over 3000 SY	\$2.50
3-2	Milling in-place - County Yard	0-1000 SY	\$13.00
	Milling in place - County Yard	1001-2000 SY	\$5.00
	Milling in place - County Yard	2001-3000 SY	\$3.00
	Milling in place - County Yard	Over 3000 SY	\$3.00
4-1	Temp Pavement Marking-Tape	5000	\$1.10
4-2	Temp Pav Marking-Paint Solid	5000	\$0.25
4-3	Temp Pave Marking - Paint Skip	5000	\$0.30
4-4	Temp Pav Marking-Paint Stop Bar	50	\$35.00
4-5	Temp Pav M-Paint School Zone	50	\$135.00
4-6	Temp Pave M - Rail Road X	50	\$135.00
5-1	Speed Humps	1	\$185.45
5-2	Manhole Ring Adjustment	1	\$114.65
5-3	Water Valve/Similar cover adj	1	\$50.00
5-4	Place Pavement Reinf Fabric	1	\$0.20
5-5	Haul Materials	1	\$5.80
6-1	SP-12.5 Hot Mix -FOB Plant	1	\$49.85
	SP-12.5 Hot Mix -FOB Job Site	1	\$51.80
6-2	SP-9.5 Hot Mix FOB Plant	1	\$50.70
	SP-9.5 Hot Mix -FOB Job Site	1	\$56.70
6-3	FC 12.5 -FOB Plant	1	\$65.60
	FC 12.5 -FOB Job Site	1	\$71.50
6-4	FC -9.5 -FOB Plant	1	\$72.30
	FC -9.5 - FOB Job Site	1	\$78.35
6-5	Asphalt Milling Material - Plant	1	\$32.85
	Asphalt Milling Material - Job Site	1	\$38.90

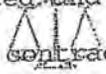
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TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM
(IFB-600562-09/GMG)

THIS AGREEMENT is made and entered into this 23 day of April, 2009, by and between ORLANDO PAVING CO., A DIVISION OF HUBBARD CONSTRUCTION CO., duly authorized to conduct business in the State of Florida, whose address is P.O. Box 547186, Orlando, Florida 32854-7186, hereinafter called "CONTRACTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide road construction materials and services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of ~~contractors~~ ; and

WHEREAS, CONTRACTOR is competent and qualified to provide road construction materials and services for COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONTRACTOR to furnish materials/services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required materials/services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing purchase of specific materials/services. This Agreement

Pavement Management Program
Orlando Paving Co.
IFB-600562-09/GMG
Page 1 of 18

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY 
CLERK

standing alone does not authorize the purchase of materials or require COUNTY to place any orders for work.

(b) At the time of any specific work, the COUNTY will obtain cost proposal from the multiple Contractors. The successful CONTRACTOR for that specific work shall provide Performance Bond, Payment Bond and Workmanship Bond, if work exceeds TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). The Bonds shall equal one hundred percent (100%) of the work amount.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials/services authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of materials/services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the materials/services required and shall state the dates for delivery of materials/services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement.

COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this

Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The materials/services to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a Fixed Fee basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all materials/services required by the Purchase Order; but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials/services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as materials/services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials/services provided, the cost of the materials/services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works
500 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory delivery of materials/services required hereunder and upon acceptance of the materials/services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or ~~have~~ performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last materials/services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for herein and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to materials/services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials/services available at CONTRACTOR's office at all reasonable times during the

Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY's review, approval or acceptance of, nor payment for any of the materials/services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by  CONTRACTOR's negligent or wrongful provision of any of the materials/services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials/services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine  restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for  CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to

this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS.  In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of

the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered  by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire  Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials/services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-

to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all

services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials/services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works
500 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Orlando Paving Co., A Division of Hubbard Construction Co.
P.O. Box 547186
Orlando, Florida 32854-7186

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ORLANDO PAVING CO., A DIVISION
OF HUBBARD CONSTRUCTION CO.

ATTEST:

Steph S. Arnold
Secretary

By: *A. Frederick O'Donoghue*
Vice President

(CORPORATE SEAL)

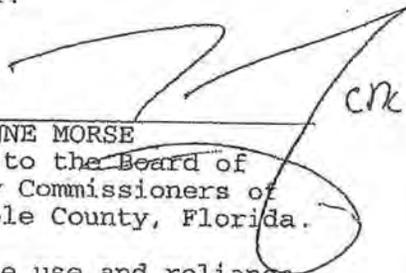
Date: 3-31-09

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attestations continued on page 18 of 18]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By

 *cm*

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:



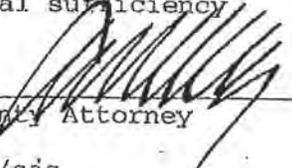
BOB DALLARI, Chairman

Date:

4-23-09

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency



County Attorney

As authorized for execution
by the Board of County Commissioners
at their April 14, 2009
regular meeting.

AEC/sjs
3/2/09

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order



Exhibit "A"

Section 1 – General Description of Services

Seminole County is looking for two (2) competent Contractors to furnish Road construction products to Seminole County Public Works Department, Roads-Stormwater Division, considering options of materials only and/or in-place services to include labor, materials, equipment and all incidentals necessary for various road projects as described in the Requirements. Authorization for performance of services by the selected Contractor(s) under this agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis.

Mandatory Minimum Qualification Requirements for Professional Contractors:

Applicants shall be prequalified with the Florida Department of Transportation to perform all work as presented in this solicitation. The contractor and or sub contractor must be FDOT pre-qualified at time of bid opening.

Applicants are required to supply asphalt to Seminole County from their own FDOT Certified Asphalt Plant.

TECHNICAL REQUIREMENTS FOR PART A:

Labor and Materials:

- Alternate I: Furnish all labor, materials and equipment necessary for asphaltic concrete, surface treatment and friction course in-place anywhere in Seminole County.
- Alternate II: Furnish labor, materials, and equipment for sand and seal in-place anywhere in Seminole County.
- Alternate III: Furnish labor, materials, and equipment for milling existing asphalt pavement in-place anywhere in Seminole County.
- Alternate IV: Furnish labor, materials, and equipment for temporary pavement marking in-place anywhere in Seminole County.
- Alternate V: Furnish labor, materials and equipment for speed humps, miscellaneous small asphalt areas (such as driveway connectors, railroad crossing, etc.) and adjustment of traffic bearing covers (such as manhole ring covers, water valve covers, etc.) in-place, anywhere in Seminole County. Placement of pavement reinforcement will consist of the contractor supplying all labor and equipment to place fabric or geo-textile materials supplied by the County anywhere in Seminole County.
- Alternate VI: Furnish labor, material and equipment for placement of asphalt products anywhere in Seminole County

Materials Only:

- Alternate VII: Furnish asphaltic materials to Seminole County (*no in-place services*).

SPECIFICATIONS:

Alternate I: The asphaltic materials, the in-place services, and the plant producing these materials shall be furnished in full compliance with all specifications in the latest edition of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction and subsequent revisions.

The requirements of FDOT Section 331-4 (Latest Edition) for the General Composition of Asphaltic Concrete Mixture shall be deemed met by submitting copies of the approved job mix formula for FDOT work in the same general area and using the same materials proposed for use in the adjacent County project. At the Contractors option, an independent job mix formula may be submitted, designed by a recognized commercial laboratory at the contractor's expense. No mix shall be produced until the proposed job mix formula has been approved by the Seminole County, County Engineer or designated Contract Manager.

Alternate II: The sand and seal materials and the in-place services shall be furnished in full compliance with FDOT Section 300 and subsequent revisions.

Alternate III: The milling of existing asphalt pavement shall include hauling and disposal. The milling services shall be furnished in full compliance with FDOT Section 327 and subsequent revisions.

Seminole County reserves the right to receive 100% of milled materials. All material shall be hauled by the contractor to a designated County materials yard or preferred area(s) within a maximum distance of 10 miles. Any material that is not received by the County will be hauled and disposed of by the contractor at a reduced cost to the County.

Alternate IV: The temporary pavement marking and the in-place services shall be furnished in full compliance with FDOT Section 102-10 and subsequent revisions.

Alternate V: The in-place speed humps, miscellaneous small asphalt areas (such as driveway connectors, railroad crossing, etc.) and the adjustment of traffic bearing covers (such as manhole ring covers, water valve covers and similar covers) shall be in full compliance with all applicable FDOT sections, subsequent revisions and as specified by the County using approved methods.

Alternate VI: SAME AS ALTERNATE I above technical requirements.

DELIVERY OF MATERIALS AND SERVICES:

Material Delivery: Maximum of 2 work days After Receipt of Order (ARO)

In-Place Delivery: (Labor/Equipment/Materials) maximum of 7 calendar days to begin work After Receipt of Order.

COPY

**Section 4 -
Price Schedule - Revised Per Addendum #3**

PROJECT: Pavement Management Program - IFB-600562-09/GMG
Name of Bidder: ORLANDO PAVING CO., A DIV. OF
HUBBARD CONSTRUCTION CO.
Mailing Address: P.O. Box 547186, ORLANDO, FL 32854-7186
Street Address: 1936 LEB ROAD, SUITE 200
City/State/Zip: WINTER PARK, FL 32789
Phone Number: (407) 578-9779
FAX Number: (407) 578-5251

Contact Person(s) for the placement of the order(s) and coordination of Service:

Name: KEVIN BATES Telephone No.: 407 948-2709
Fax No.: 407 578-5251 E-mail address: KEVIN.BATES@HUBBARD.COM
Emergency No.: 407 623-3968

Name: PAUL MILLER Telephone No.: 407 948-2005
Fax No.: 407 578-5251 E-mail address: PAUL.MILLER@HUBBARD.COM
Emergency No.: 407 623-3963

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Notes:

- 1. Cost shall be inclusive all of labor, materials, transportation, equipment, Insurance, bonds, coordination and incidentals necessary for the completion of the work in its entirety.

BID GUARANTEE:

ACCOMPANYING THIS BID IS Bid Bonds

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 11 day of FEBRUARY, 2009.

ORLANDO PAVING CO., A DIV. OF
HUBBARD CONSTRUCTION CO.
(Name of BIDDER)

A. Frederick O'Don Jr.
(Signature of person signing FORM)

P. Frederick O'Don, Jr. Vice President
(Printed name and title of person signing FORM)

TRAVELERS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **ORLANDO PAVING COMPANY, A DIVISION OF HUBBARD CONSTRUCTION COMPANY ORLANDO, FLORIDA**

as Principal, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

a corporation duly authorized under the laws of the State of **CONNECTICUT**

as Surety, hereinafter called the Surety, are held and firmly bound unto **SEMINOLE COUNTY, FLORIDA**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PER CENT OF THE BID AMOUNT (5% OF THE BID AMOUNT)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**IFB-600562-09/GMG
PAVEMENT MANAGEMENT PROGRAM**

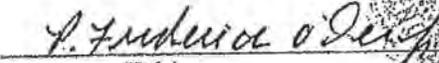
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4TH** day of **FEBRUARY**, **2009**.



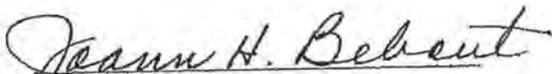
(Witness)

**ORLANDO PAVING COMPANY, A DIVISION OF
HUBBARD CONSTRUCTION COMPANY**
(Principal) (Seal)



(Title)

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**
(Surety) (Seal)



(Witness)



(Title)

**Todd L. Johnson, Attorney-in-Fact
Resident Florida Agent**





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

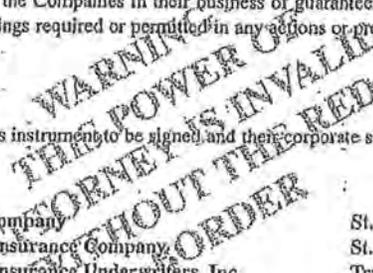
Attorney-In Fact No. 216556

Certificate No. 002454931

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., and Francis T. O'Reardon

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.



IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 19th day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of June, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



CITY MANAGER'S REPORT

DATE: June 5, 2014
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: RFP #14-05 - Solid Waste Collection Services

In preparation for the competitive procurement process for solid waste collection services, the city engaged the firm of Kessler Consulting Inc. (KCI). This company has a total of over 25 years' experience in this field. In the past year alone, KCI has assisted public sector clients with more than thirteen (13) solid waste service procurements including collection, recyclables processing, cart acquisition, transfer and disposal. An RFP and proposed franchise agreement were developed utilizing the assistance of KCI with the goal being that the city be reimbursed for the cost of the consultant by the successful proposer.

The City issued RFP #14-05, Solid Waste Collection Services, March 19, 2014, soliciting proposals for the award of a seven (7) year franchise agreement for the exclusive right to provide the following services:

- 1) Collection of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste from residences within the city limits.
- 2) Collection of Solid Waste from commercial customers within the city limits.

A mandatory pre-proposal meeting was held April 2, 2014, with seven firms attending. Proposals were due April 25, 2014, and received from five (5) firms. All five (5) proposals were determined to be responsible and responsive and were considered in the evaluation process. A staff committee comprised of the City Manager, Finance Director, and Public Works Director separately and independently evaluated and scored the proposals. Individual results were presented at a meeting held on May 13, 2014. The evaluation criteria and point allocations were:

Evaluation Criteria

Proposals will be evaluated based upon the following evaluation criteria and point allocations:

- **Qualifications and References – 20 cumulative points**
 - Qualifications and resumes 4 points
 - Service performance and references 4 points
 - Service transition history 4 points
 - Performance history 4 points
 - Financial capability 4 points
- **Technical Proposal - 30 cumulative points**
 - Collection services 10 points
 - Transition plan and customer service 5 points
 - Service verification and asset management system 3 points
 - Information management..... 3 points
 - Processing..... 2 points
 - Organization 2 points
 - Exceptions..... 5 points
- **Financial Proposal – 50 cumulative points**

The scoring tabulated as follows:

	Jackie Sova	Dianne Holloway	Bruce Paster	Total Points	Ranking
Progressive Waste	78.1	87.9	77.1	243.1	5
Advanced Disposal	79.9	85.9	79.1	244.9	3
Waste Pro	97.4	98.4	91.4	287.2	1
WCA	93.9	94.9	93.3	282.1	2
Waste Management	86.4	83.8	74.0	244.2	4

Waste Pro of Florida Inc. scored the most total points. Waste Pro’s headquarters are located in Longwood and their Central Florida Regional Operations Facility is located in Sanford. While not a requirement, the trucks proposed to service the city would be powered by compressed natural gas (CNG) resulting in cleaner emissions and the utilization of domestic fuel. I have spoken with some of the references provided for other local entities currently served by Waste Pro and received favorable responses.

Recommendation:

The City Commission authorize the City Manager to negotiate with the highest ranked proposer, Waste Pro of Florida Inc., and bring forward a mutually agreed upon franchise agreement for Commission approval.