



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, OCTOBER 02, 2014 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: September 18, 2014**
- 6. Special Presentations**
 - A. Lake Mary - Heathrow Festival of the Arts - DeLores Lash, Chairman**
- 7. Citizen Participation**
- 8. Unfinished Business**
- 9. New Business**
 - A. Resolution No. 948 - Accepting improvements for Pine Tree Terrace Subdivision
(John Omana, Community Development Director)**

- B. Resolution No. 949 - accepting improvements for Waterside PUD (John Omana, Community Development Director)**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Approval of Human Resources Purchase Orders for FY 2015**
- b. Approval of Public Works Purchase Order for FY 2015**
- c. Surplus equipment from various departments**
- d. Appointments to Planning and Zoning Board and Elder Affairs Commission**

B. Items for Information

- a. Update - Seminole County SunRail Quiet Zone Study**

12. Mayor and Commissioners Report - (1)

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: October 16, 2014

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held September 18,
2 2014, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,
3 Lake Mary, Florida.

4
5 1. Call to Order

6
7 The meeting was called to order by Mayor David Mealor at 7:08 P.M.

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 4. Roll Call

14
15 Mayor David Mealor
16 Commissioner Gary Brender
17 Deputy Mayor George Duryea
18 Commissioner Thom Greene
19 Commissioner Jo Ann Lucarelli – Absent

Jackie Sova, City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Dev. Dir.
Tom Tomerlin, Economic Dev. Mgr.
Bryan Nipe, Parks & Recreation Dir.
Wanda Broadway, HR Manager
Bruce Paster, Public Works Director
Joe Landreville, Deputy Fire Chief
Steve Bracknell, Police Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk

20
21
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23
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26
27
28 5. Approval of Minutes: September 4, 2014

29
30 **Motion was made by Commissioner Greene to approve the minutes of the**
31 **September 4, 2014, meeting, seconded by Commissioner Brender and motion**
32 **carried unanimously.**

33
34 6. Special Presentations

35
36 A. Recognition of Lake Mary being named one of America's "10 Best Towns for
37 Families" – Sheila and Michael Kramer, *Lake Mary Life Magazine*

38
39 Sheila and Michael Kramer of *Lake Mary Life* magazine, 3232 W. Lake Mary Boulevard,
40 Lake Mary, Florida, came forward.

41
42 Ms. Kramer said when *Lake Mary Life* heard that the City had been named one of the
43 top 10 cities in the country for families, we decided to celebrate by inviting the entire city
44 to come. We had our photographer on the roof of the Events Center and we took our
45 first ever double cover. She had a framed print of the double cover to thank the City for
46 their cooperation and bringing everybody out for that wonderful occasion. She

1 announced they had 20 copies that haven't been scored and are selling them for \$100
2 for the print and \$100 for the frame, and 100% of the proceeds are going to be donated
3 to Lake Mary High School's Food Bank for the holidays. We are doing that to thank the
4 cheerleaders because we had over 100 of them come. We are proud Lake Marians and
5 we thank the City for being a part of it.

6
7 Ms. Kramer presented the framed print to Deputy Mayor Duryea.

8
9 B. Recognition of police personnel:

10 a. Lifesaving Award – Officer Matt Schaefer

11
12 Chief Bracknell and Officer Matt Schaefer came forward.

13
14 Chief Bracknell thanked the Commission for the time to recognize Matt Schaefer
15 tonight. We are fortunate and blessed to live and work in Lake Mary. This event tonight
16 will dovetail perfectly in recognition of the Fire Department because they were
17 instrumental in saving this man's life. Sergeant McGowan is Matt's supervisor and
18 wrote him up for this award.

19
20 Chief Bracknell said on August 9, 2014, Matt Schaefer came upon a vehicle on Lake
21 Mary Boulevard blocking traffic. He made contact with a passenger who was frantic
22 advising that the driver was having a heart attack. The driver was having difficulty
23 breathing, went unconscious and then stopped breathing all together. Matt Schaefer
24 could not find a pulse on the male. He removed the male from the vehicle and laid him
25 on the ground and started CPR by doing chest compressions. Matt Schaefer requested
26 a defibrillator from PFC Klmives who had just arrived on scene. The male started
27 breathing on his own but then stopped. PFC Schaefer continued chest compressions
28 while Klmives retrieved his AED and attached the leads to the male just when the fire
29 rescue arrived. The Fire Department utilized their equipment and the male developed a
30 strong pulse. The male was transported to Seminole Hospital where it was later
31 reported he was awake and speaking.

32
33 Chief Bracknell said in this case Matt Schaefer was in the right place at the right time;
34 however, due to his training, expertise and quick actions he performed admirably and
35 saved the male's life. For that we are giving him our Lifesaving Award.

36
37 Mayor Mealor presented the award to Matt Schaefer.

38
39 Chief Bracknell said as a result of Matt's efforts that night, the City Manager is awarding
40 him the On the Spot Award, which is a \$25 gift card to Wal-Mart.

41
42 C. Recognition of fire personnel:

43 a. Star of Life – Driver Engineer Daniel Sanchez, Firefighter Christopher
44 Long, Paramedic Brandon Zumbrum, and Paramedic Brandon Lindeman

1 Deputy Chief Landreville came forward. We have our awards banquet in one week. At
2 that time we have tangible awards and presentations. It is a very important event for us.
3 Tonight he wanted to make sure they captured some of the community and share our
4 pride with them.

5
6 Deputy Chief Landreville said the first award is the Life Saving Award and is the same
7 one where that person was in cardiac arrest and due to the efforts of Daniel Sanchez
8 and Brandon Zumbrum and the rest of their crew a life was saved.

9
10 b. Star of Life – Lt. Tom O’Neil

11
12 Mayor Meador said we have a Star of Life award for Lt. Tom O’Neil and the Technical
13 Rescue award for Lt. Larry Mason, Driver Engineer Shawn Anastasia and Firefighter
14 Jay Gillon. He asked them to come forward to be recognized. He said to keep in mind
15 some of them were here with their families and are now on call.

16
17 c. Technical Rescue – Lt. Larry Mason, Driver Engineer Shawn Anastasia,
18 and Firefighter Jay Gillon

19
20 Deputy Chief Landreville introduced Messrs. Sanchez, Zumbrum and Anastasia who
21 were present. They are a combination of the person being rescued and going home. In
22 one case the person was sure to drown in a vehicle. A water rescue was done to keep
23 the person from doing that. A rescue in the water of a vehicle that was upside down.
24 Also their efforts as far as removing a person from a highly technical rescue where they
25 showed master skills in getting them out. He wanted to present them to the community.

26
27 Mayor Meador said the hallmark of a community is its commitment to public safety. It is
28 a direct representation of the job that you are asked to do on a daily basis. The
29 community is better served because of your technical expertise, your professionalism
30 and it is our pleasure to recognize you and wish you continued best wishes.

31
32 7. Citizen Participation

33
34 No one came forward at this time and citizen participation was closed.

35
36 8. Unfinished Business

- 37
38 A. Ordinance No. 1513 – Proposed FY 2014/2015 Millage Rate – Second
39 Reading (Public Hearing) (Jackie Sova, City Manager) and Ordinance No.
40 1514 – Proposed FY 2014/2015 Budget – Second Reading (Public Hearing)
41 (Jackie Sova, City Manager)

42
43 The City Attorney read Ordinance No. 1513 and Ordinance No. 1514 by titles only on
44 second readings.

1 Ms. Sova said tonight is the second and final public hearing for both the millage rate
2 and budget adoption. The proposed millage rate of 3.5895 mills, which is the same as
3 the current year, is technically a tax increase of 3.3% over the rolled-back rate of 3.4747
4 mills. The total budget we are adopting is \$31,737,475.

5
6 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1513. No
7 one came forward and the public hearing was closed.

8
9 **Motion was made by Commissioner Brender to approve Ordinance No. 1513 on**
10 **second reading, seconded by Commissioner Greene and motion carried by roll-**
11 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
12 **Commissioner Greene, Yes; Mayor Mealor, Yes.**

13
14 Ms. Sova said the budget we are adopting tonight in the amount of \$31,737,475
15 includes capital projects for the Community Center parking lot, the first phase of
16 Heritage Park, SunRail Station enhancements, a roundabout at Greenleaf and
17 Palmetto, and a signal and beautification at Wilbur Avenue and Country Club Road.
18 Those are the capital highlights of the budget.

19
20 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1514. No
21 one came forward and the public hearing was closed.

22
23 **Motion was made by Commissioner Brender to approve Ordinance No. 1514 on**
24 **second reading, seconded by Deputy Mayor Duryea and motion carried by roll-**
25 **call vote: Deputy Mayor Duryea, Yes; Commissioner Greene, Yes; Commissioner**
26 **Brender, Yes; Mayor Mealor, Yes.**

27
28 B. Ordinance No. 1515 – Amending the Police Officers’ Retirement System –
29 Second Reading (Public Hearing) (Dianne Holloway, Finance Director)

30
31 The City Attorney read Ordinance No. 1515 by title only on second reading.

32
33 Staff had no further comments.

34
35 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1515. No
36 one came forward and the public hearing was closed.

37
38 **Motion was made by Commissioner Greene to approve Ordinance No. 1515 on**
39 **second reading, seconded by Commissioner Brender and motion carried by roll-**
40 **call vote: Commissioner Greene, Yes; Commissioner Brender, Yes; Deputy**
41 **Mayor Duryea, Yes; Mayor Mealor, Yes.**

42
43 C. Ordinance No. 1516 – Amending the Firefighters’ Retirement System –
44 Second Reading (Public Hearing) (Dianne Holloway, Finance Director)

45
46 The City Attorney read Ordinance No. 1516 by title only on second reading.

1
2 Staff had no further comments.

3
4 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1516. No
5 one came forward and the public hearing was closed.

6
7 **Motion was made by Commissioner Brender to approve Ordinance No. 1516 on**
8 **second reading, seconded by Deputy Mayor Duryea and motion carried by roll-**
9 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
10 **Commissioner Greene, Yes; Mayor Mealor, Yes.**

11
12 D. Ordinance No. 1517 – Repealing Chapter 36 entitled Surplus Ordinance –
13 Second Reading and Resolution No. 946 – Providing guidance for the overall
14 management of tangible personal property (Public Hearing) (Dianne
15 Holloway, Finance Director)

16
17 The City Attorney read Ordinance No. 1517 by title only on second reading.

18
19 The City Attorney read Resolution No. 946 by title only.

20
21 Ms. Sova said Ms. Holloway would outline the specifics of the resolution so you
22 understand clearly what the policy is we are adopting.

23
24 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1517
25 repealing Chapter 36 Surplus Ordinance. No one came forward and the public hearing
26 was closed.

27
28 **Motion was made by Commissioner Greene to approve Ordinance No. 1517 on**
29 **second reading, seconded by Commissioner Brender and motion carried by roll-**
30 **call vote: Deputy Mayor Duryea, Yes; Commissioner Greene, Yes; Commissioner**
31 **Brender, Yes; Mayor Mealor, Yes.**

32
33 Ms. Holloway said now that we have repealed the original disposal of surplus property,
34 Resolution No. 946 provides guidance on tangible personal property. We have defined
35 tangible personal property as fixtures or other personal property owned by the City of a
36 non-consumable nature with a useful life of one year or more and meets the value or
37 cost threshold criteria as defined in the Florida Administrative Code 69(I) – 73.002.

38
39 Ms. Holloway said in addition to defining tangible personal property we have made
40 provisions for the identification, records management and inventory of that property.
41 We also have identified the City Manager as providing overall supervision of the
42 property. We have made provisions for the disposal of the surplus property and have
43 adopted additional regulations as need be.

44
45 Commissioner Brender asked if this changed any of the surplus disposal methods.

1 Ms. Holloway said it gives us more flexibility on how we dispose of it. If we have
2 identified it as a tangible item on our inventory list it will come to the Commission for
3 surplus and at the recommendation of the City Manager we will dispose of it in the
4 manner she finds most appropriate.

5
6 Commissioner Greene presumed we have the right to sell surplus to individuals.
7

8 Ms. Holloway said that would be at the discretion of the City Manager. Currently if we
9 choose to sell we have been using the avenue of public auctions.

10
11 Commissioner Greene said if we sell it to an individual is there a provision where we
12 could make sure if they dispose of it that they dispose of it properly.
13

14 Ms. Sova said for emergency vehicles that have lights, we have statutory requirements
15 that we can only sell to another police agency or fire agency. We can't sell some of
16 those items to individuals. We also don't do that with any guns. We either do a trade in
17 with a dealer, sometimes guns are surplus and presented to a retiring officer, but they
18 are not put on one of the auction websites or sent to the auctioneer. There is a lot of
19 caution to where sensitive items can be disposed of.
20

21 **Motion was made by Commissioner Greene to approve Resolution No. 946,**
22 **seconded by Commissioner Brender and motion carried unanimously.**
23

24 9. New Business

25
26 A. Resolution No. 947 – Amending Emergency Medical Services (EMS)
27 Transport Fees (Jackie Sova, City Manager)
28

29 The City Attorney read Resolution No. 947 by title only.
30

31 Ms. Sova said we have not addressed our EMS fees in nearly ten years and it is time to
32 take a look at them. What we have selected is the Seminole County rate as many of
33 our calls are actually in Seminole County through the interlocal agreement. It would
34 appear that is the least confusing way to upgrade these calls. With the Medicare and
35 Medicaid rates we are only going to get paid their maximum so that won't change.
36 What we are doing here is probably with other insurance we might be able to collect
37 additional. This is certainly not a full cost recovery service. She recommended the
38 Commission adopt the fees.
39

40 Commissioner Brender said he noticed the billing recovery runs about 70%. He asked
41 how that is reflected elsewhere in the County or other cities.
42

43 Ms. Sova said she thought it was pretty typical. We use the same billing firm as most of
44 the County.
45

46 Commissioner Brender said we are not undercutting ourselves as far as the collections.

1
2 Ms. Sova answered negatively as far as the collections no.

3
4 Commissioner Greene said historically the services are provided first and then are sent
5 a bill.

6
7 Ms. Sova answered affirmatively.

8
9 Commissioner Greene asked if there were any people who actually charge the people
10 on the spot for the transport.

11
12 Ms. Sova said she didn't know about that. They are using a tablet style computer on
13 the scene and they gather insurance information. We have as much information as we
14 can collect. She said she didn't know of anybody swiping credit cards.

15
16 Commissioner Greene said if it is an emergency he could understand that but there are
17 situations where we are making transports in non-emergency situations where that
18 might be practical and not offensive.

19
20 Ms. Sova said we will have Deputy Chief Landreville bring that up at the chiefs
21 meetings.

22
23 Deputy Chief Landreville said when we looked at the research on this, it is a reasonable
24 rate. To collect money at the scene is usually a non-emergency pre-planned transport
25 such as if nobody can fit into a vehicle or are disabled to the point where they have to
26 go from bed to bed, a nursing home to a physician visit and then come back, a child
27 going to Nemours or something along those lines. Those are usually pre-arranged and
28 pre-billed or easier billed through the company. What we do is not that easy. He said
29 he would check with the other chiefs. He worked at EVAC and even with just the
30 ambulance service it was always a matter of after the fact unless it was a pre-scheduled
31 appointment.

32
33 **Motion was made by Commissioner Brender to approve Resolution No. 947,**
34 **seconded by Commissioner Greene and motion carried by roll-call vote:**
35 **Commissioner Greene, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea,**
36 **Yes; Mayor Mealor, Yes.**

37
38 10. Other Items for Commission Action

39
40 There were no items to discuss at this time.

41
42 11. City Manager's Report

43
44 a. Approval of building inspection and plan review services contract with PDCS,
45 LLC

46

1 Ms. Sova said is this a request for approval of building inspection and plan review
2 services. Our contract with PDCS has expired and we would like to renew. What this
3 contract does for us is we can have contract plan review and inspection services should
4 our workload exceed our personnel's capacity. Right now we are down one inspector
5 but we are handling the load without the services. We have found in the few occasions
6 in the last three years we have used these folks we have been very happy with them.
7 They are very responsive, especially with advance notice. We would like the ability to
8 continue to use this contract.

9
10 Commissioner Brender said we have had no problem with them enforcing our codes.

11
12 Ms. Sova said none at all. They work under the guidance of our Building Official.

13
14 **Motion was made by Commissioner Brender to authorize the City Manager to**
15 **execute the contract with PDCS, LLC for building inspection and plan review**
16 **services, seconded by Commissioner Greene and motion carried unanimously.**
17

18 Ms. Sova requested to schedule a work session for 5:30 P.M. on October 2nd prior to
19 the next meeting to discuss Washington Avenue development and infrastructure. There
20 were no objections from the Board.

21
22 Ms. Sova asked to schedule the swearing-in ceremony for 6:30 P.M. on November 6th
23 prior to the regular meeting. There were no objections from the Board.

24
25 Ms. Sova said if the Commission had no objection she would allow non-emergency
26 personnel to use accrued leave to take the Fridays after Christmas and New Year's Day
27 off, thereby closing City offices and allowing employees to have long holiday weekends
28 on those two occasions. There were no objections from the Board.

29
30 Ms. Sova said National Night Out will be held Tuesday, October 7th from 5:30 P.M. to
31 8:30 P.M. in Central Park. There will be K-9 and Taser deployment demonstrations,
32 DUI simulation, displays of police equipment and much more. Bring the family to this
33 annual event designed to strengthen our communities by creating stronger relationships
34 between citizens and law enforcement.

35
36 12. Mayor and Commissioners' Reports

37
38 Mayor Mealor had no report at this time.

39
40 Commissioner Brender said he attended the Leadership Seminole Government Day.
41 He got the report today that it was very successful and got some great ratings. He said
42 he would love to bring every person in Seminole County through that program just so
43 people can understand what local government does.

44
45 Commissioner Brender said on Tuesday he had the Public Schools Facilities Committee
46 meeting. We are meeting with the Seminole County School Board in a joint session.

1 This is an approval of the interlocal agreement which generally none of us have any
2 objections. This allows our planning department to talk to the School Board's planning
3 department so everybody knows if we are going to build a new apartment complex then
4 the School Board gets to know about it and they can plan accordingly. What is in the
5 background of the whole thing was some of the disagreements the cities of Seminole
6 County are having with the School Board over some fees that in the past have been
7 paid such as the stormwater fees which now the School Board is trying to get out of and
8 some other processes that we have. We are planning to adopt the interlocal agreement
9 and there will be a real back and forth discussion between the School Board and the
10 representatives of the cities on this facilities planning board to make sure we get down
11 to the bottom of this before it becomes a sticky point for the cities. He said he would
12 provide a report on October 2nd.

13
14 Mayor Mealar said to avoid conflict and to operate in a collaborative manner, he asked
15 the City Manager to put together the impact the schools have on stormwater and
16 compare it and contrast it with some other current businesses within the City and what
17 their fees would be.

18
19 Commissioner Brender said we might as well take a look at trash/garbage contracts.

20
21 Mayor Mealar said we want to be a good neighbor and be fair. We have certain
22 expectations and deliver a certain level of service in a product. In those two requests
23 for stormwater and the haulers if you will compare and contrast the impact of the school
24 as an entity with some other comparable businesses in terms of size and impact.

25
26 Commissioner Brender thanked the department heads and City Manager for the
27 monthly reports. It gives a good picture of what's happening and is a valuable thing.

28
29 Deputy Mayor Duryea asked the status of the traffic study for the Downtown.

30
31 Mr. Omana said we received the study last week and just wrapped up his initial review
32 of it. We looked at it from a functional standpoint of what the activities were going to be
33 then did a cost estimate analysis of each dollar figure associated with the narrative
34 description. We found some places that could be cut back and modified to our
35 advantage. He expects to get back with the consultant tomorrow on those issues and
36 ask for a revised traffic study which we'll coordinate with the City Manager and based
37 on that come back to the Commission with an update as to where we are headed with
38 this.

39
40 Deputy Mayor Duryea asked if there were any preliminary reports.

41
42 Ms. Sova answered negatively. We are still trying to isolate the costs. They were
43 extremely high and we narrowed the scope.

44
45 Commissioner Greene had no report at this time.

46

1 13. City Attorney's Report

2

3 Ms. Reischmann had no report at this time.

4

5 Mayor Mealor thanked the Chiefs of Police and Fire for the recognition of personnel.

6

7 Mayor Mealor thanked the liaisons from the Forest community. They are always
8 welcome and we stand ready to be of assistance if needed.

9

10 14. Adjournment

11

12 There being no further business, the meeting adjourned at 7:48 P.M.

13

14

15

16

17 _____
David J. Mealor, Mayor

18

19

20

21 ATTEST:

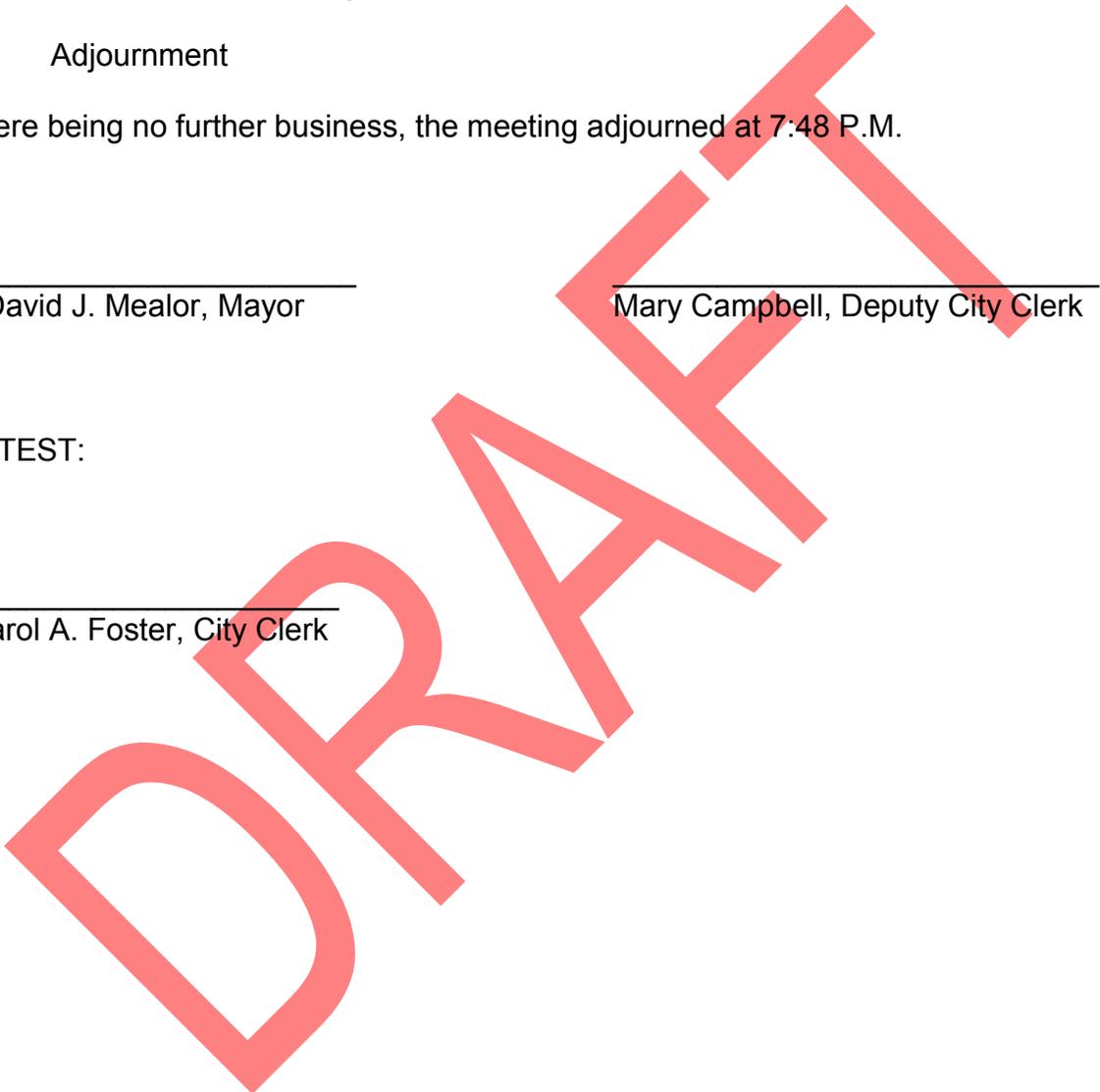
22

23

24

25

26 _____
Carol A. Foster, City Clerk





MEMORANDUM

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Tom Connelly, P.E., City Engineer

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 948 - Accepting improvements for Pine Tree Terrace Subdivision (John Omana, Community Development Director)

DISCUSSION: Pine Tree Terrace, owned by M/I Homes of Orlando, LLC, is requesting acceptance of public improvements for the Pine Tree Terrace Subdivision and issuance of a Certificate of Completion. The subdivision's public improvements consist of:

1. Paved roadway including Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove R-O-W, and
2. The potable water distribution system located within the public R-O-W along Pine Leaf Cove.

Such improvements located within the City of Lake Mary, thereto in the Pine Tree Terrace Subdivision Plat as recorded in Plat Book 78, Pages 40 and 41, of Seminole County, Florida, are complete and meet City code. The potable water distribution system was also cleared for service by FDEP's Permit #00800854-148-DSGP on December 11, 2013.

The Developer and/or future HOA will continue to own and maintain the site's stormwater system including the inlets, pipes, pond and outfall structure, and the retaining wall along the east property line. Sidewalks and driveway aprons along the City's R-O-W will be constructed by individual lot owners prior to Certificate of Occupation (CO) being issued by the Building Division.

Staff has received from M/I Homes, a Bill of Sale and the required maintenance guarantee. The maintenance guarantee is in the form of a Surety Bond for the amount of \$8,550.81, based on 10% of the \$85,508.10 value of improvements. The Bond will expire on October 2, 2016.

RECOMMENDATION: Staff recommends that the Commission accept Pine Tree Terrace Subdivision's public improvements located within the public R-O-W along Pine Leaf Cove, for maintenance; approve the maintenance guarantee in the form of a Surety Bond and to direct staff to issue a Certificate of Completion for said subdivision.

ATTACHMENTS:

- Resolution No. 948
- Certificate of Completion
- Site Layout

RESOLUTION NO. 948

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ACCEPTING PINE TREE TERRACE SUBDIVISION PUBLIC IMPROVEMENTS AND FUTURE MAINTENANCE, APPROVING MAINTENANCE GUARANTEE IN THE FORM OF A SURETY BOND, APPROVING A CERTIFICATE OF COMPLETION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 155.22(D) (3), Code of Ordinances of the City of Lake Mary, Florida, requires a Developer to post a maintenance guarantee which is in the form of a bond from International Fidelity Insurance Company, a corporation duly authorized to do business in the State of Florida, satisfactory to the City Commission and in the amount of ten percent (10%) of the Engineer's sealed actual construction cost of \$85,508.10 to be owned and maintained by the City; and

WHEREAS, M/I Homes of Orlando, LLC, owner of Pine Tree Terrace Subdivision ("Owner") is requesting acceptance of the public improvements for the Pine Tree Terrace Subdivision and issuance of a Certificate of Completion.

NOW, THEREFORE, be it resolved by the City of Lake Mary, Florida, as follows:

Section 1. That the improvements requested to be accepted by the City of Lake Mary from the Owner of Pine Tree Terrace Subdivision, recorded in Plat Book 78, Pages 40 & 41 public records of Seminole County, Florida, have been inspected and have been found to have been constructed in compliance with the applicable ordinances and regulations of the City of Lake Mary, Florida, and the Owner's plans and specifications are approved by the City of Lake Mary, Florida.

Section 2. That the actual construction cost has been certified by Owner's Engineer of Record to be Eighty Five Thousand, Five Hundred and Eight Dollars and Ten Cents (\$85,508.10) and that the sum has been verified by the City of Lake Mary, Florida.

Section 3. That the proposed maintenance guarantee is a bond for \$8,550.81 written by International Fidelity Insurance Company, a corporation duly authorized to do business in the State of Florida as Surety and complies with the requirements of Section 155.22(D)(3), Code of Ordinances of the City of Lake Mary, Florida.

Section 4. That Owner submitted a Bill of Sale conveying,

1. The paved roadway including the Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove R-O-W, and
2. The potable water distribution system located within the public R-O-W along Pine Leaf Cove,

within the City of Lake Mary, Florida, in compliance with Chapter 155, Code of Ordinances of the City of Lake Mary, Florida.

Section 5. That the City of Lake Mary, Florida, hereby accepts for maintenance the public improvements constructed as part of Pine Tree Terrace Subdivision as follows:

1. The paved roadway including Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove R-O-W, and
2. The potable water distribution system located within the public R-O-W along Pine Leaf Cove,

within the City of Lake Mary, Florida.

Section 6. The City Commission approves the issuance of a Certificate of Completion for Pine Tree Subdivision's public improvements.

Section 7. EFFECTIVE DATE: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____,
2014.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CAROL A. FOSTER
CITY CLERK

Approved as to form and legality for use
And reliance upon by the City of Lake
Mary, Florida.

CITY ATTORNEY, CATHERINE REISCHMANN

CITY OF LAKE MARY
P.O. BOX 958445
LAKE MARY, FLORIDA 32795-8445

CERTIFICATE OF COMPLETION
PINE TREE TERRACE SUBDIVISION

On October 2, 2014 the City Commission at its regularly scheduled meeting approved RESOLUTION 948, a resolution of the CITY OF LAKE MARY, FLORIDA, accepting Pine Tree Terrace Subdivision public improvements and future maintenance, approving maintenance guarantee, and providing an effective date.

The Subdivision Improvements Maintenance Guarantee, a Surety Bond, will expire on October 2, 2016.

CITY OF LAKE MARY, FLORIDA

Thomas L. Connelly, P.E.
City Engineer



MEMORANDUM

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Tom Connelly, P.E., City Engineer

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 949 - accepting improvements for Waterside PUD (John Omana, Community Development Director)

DISCUSSION: Waterside Subdivision, owned by ZDA, LLC, is requesting acceptance of public improvements for the Waterside Subdivision and issuance of a Certificate of Completion.

The subdivision's public improvement consists of a potable water distribution system located within a utility easement along Stillwood Lane in the City of Lake Mary, in the Waterside Subdivision Plat. The potable water distribution system was cleared for service by FDEP's Permit #0080854-147-DSGP on February 3, 2014. The Developer and/or future HOA will continue to own and maintain the site's other improvements. Staff has received from ZDA, a Bill of Sale and the maintenance guarantee. The maintenance guarantee is in the form of a Maintenance Cash Bond for the amount of \$1,222.70, based on 10% of the \$12,227.00 value of improvements. The Bond will expire on October 2, 2016.

RECOMMENDATION: Staff recommends that the Commission accept Waterside Subdivision's public improvements located within the utility easement along Stillwood Lane, for maintenance; approve the maintenance guarantee in the form of a Maintenance Cash Bond and to direct staff to issue a Certificate of Completion for said Subdivision, with the following condition:

1. Applicant provide revised surety form supplied by the City prior to the issuance of Certificate of Completion.

ATTACHMENTS:

- Resolution No. 949
- Certificate of Completion & Site layout

RESOLUTION NO. 949

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ACCEPTING WATERSIDE SUBDIVISION PUBLIC IMPROVEMENTS AND FUTURE MAINTENANCE, APPROVING MAINTENANCE GUARANTEE IN THE FORM OF A MAINTENANCE CASH BOND, APPROVING A CERTIFICATE OF COMPLETION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 155.22(D) (3), Code of Ordinances of the City of Lake Mary, Florida, requires a Developer to post a maintenance guarantee which may be in the form of a Maintenance Cash Bond, satisfactory to the City Commission and in the amount of ten percent (10%) of the Engineer's sealed actual construction cost of \$12,227.00 to be owned and maintained by the City; and

WHEREAS, ZDA, LLC, owners of Waterside Subdivision ("Owners") are requesting acceptance of the public improvements for the Waterside Subdivision and issuance of a Certificate of Completion.

NOW, THEREFORE, be it resolved by the City of Lake Mary, Florida, as follows:

Section 1. That the improvements requested to be accepted by the City of Lake Mary from the Owners of Waterside Subdivision, recorded in Plat Book 78, Pages 12 & 13 public records of Seminole County, Florida, have been inspected and have been found to have been constructed in compliance with the applicable ordinances and regulations of the City of Lake Mary, Florida, and the Owners' plans and specifications as approved by the City of Lake Mary, Florida.

Section 2. That the actual construction cost has been certified by Owners' Engineer of Record to be Twelve Thousand, Two Hundred and Twenty Seven Dollars and No Cents (\$12,227.00) and that the sum has been verified by the City of Lake Mary, Florida.

Section 3. That the proposed maintenance guarantee is a Maintenance Cash Bond for \$1,222.70 and complies with the requirements of Section 155.22(D)(3), Code of Ordinances of the City of Lake Mary, Florida.

Section 4. That Owners submitted a Bill of Sale conveying the potable water distribution system located within utility easement along Stillwood Lane, within the City of Lake Mary, Florida, in compliance with Chapter 155, Code of Ordinances.

Section 5. That the City of Lake Mary, Florida, hereby accepts for maintenance the public improvements constructed as part of Waterside Subdivision as follows: the potable water distribution system located within utility easement along Stillwood Lane, within the City of Lake Mary, Florida.

Section 6. The City Commission approves the issuance of a Certificate of Completion for Waterside Subdivision's public improvements.

Section 7. EFFECTIVE DATE: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2014.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CAROL A. FOSTER
CITY CLERK

Approved as to form and legality for use
and reliance upon by the City of Lake
Mary, Florida.

CITY ATTORNEY, CATHERINE REISCHMANN

CITY OF LAKE MARY
P.O. BOX 958445
LAKE MARY, FLORIDA 32795-8445

CERTIFICATE OF COMPLETION

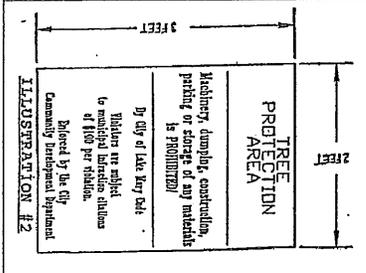
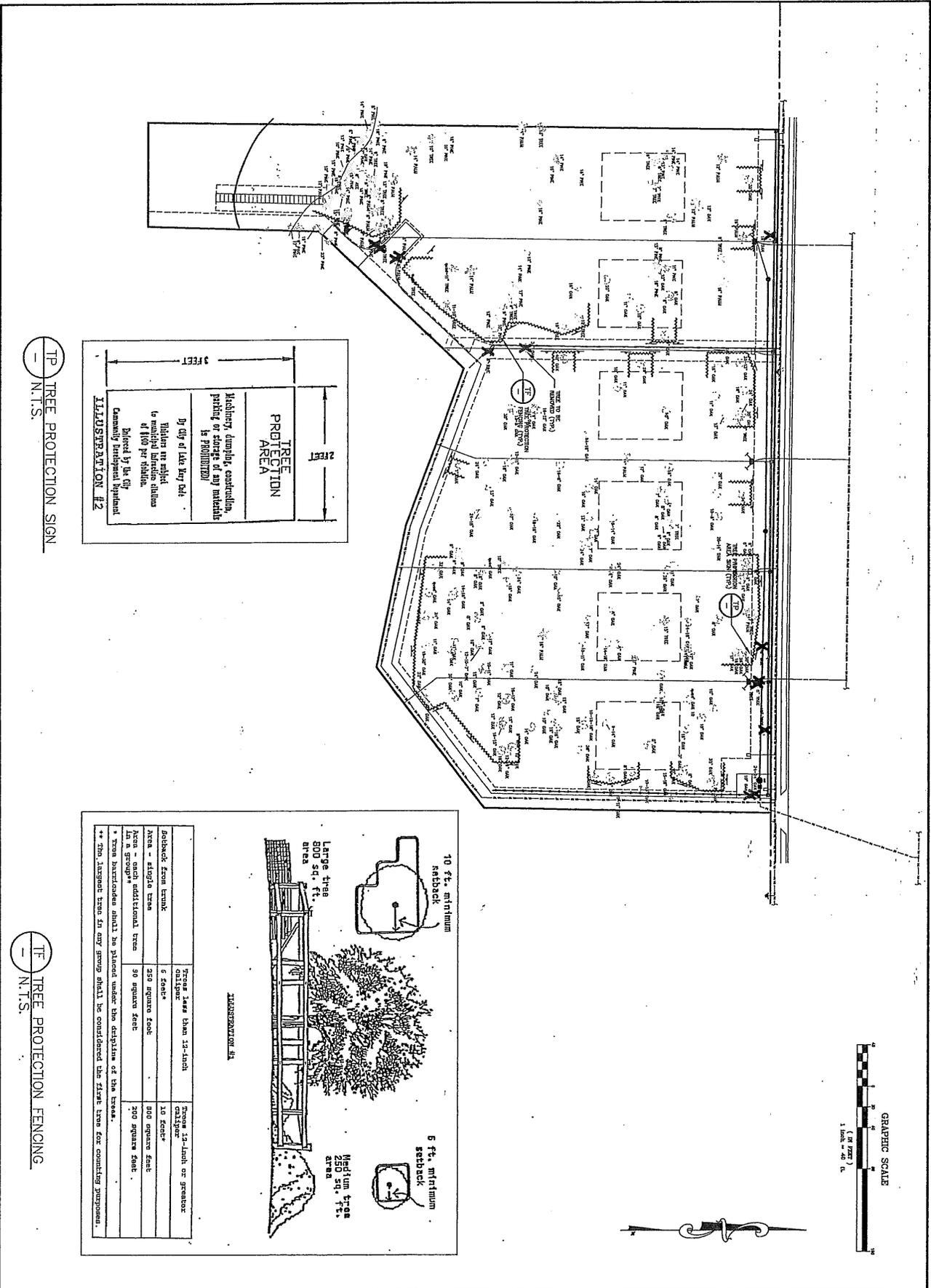
WATERSIDE SUBDIVISION

On October 2, 2014 the City Commission at its regularly scheduled meeting approved RESOLUTION 949, a resolution of the CITY OF LAKE MARY, FLORIDA, accepting Waterside Subdivision public improvements and future maintenance, approving maintenance guarantee, and providing an effective date.

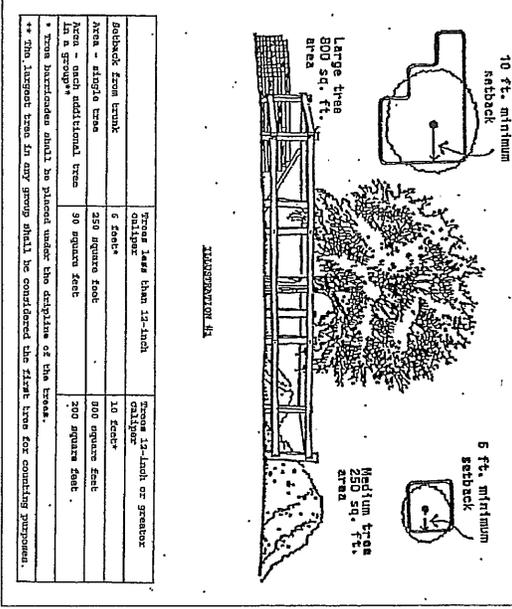
The Subdivision Improvements Maintenance Guarantee, a Maintenance Cash Bond, will expire on October 2, 2016.

CITY OF LAKE MARY, FLORIDA

Thomas L. Connelly, P.E.
City Engineer



TP TREE PROTECTION SIGN
N.T.S.



TP TREE PROTECTION FENCING
N.T.S.



TR-1 DATE REVISIONS 10/21/03 10/22/03 10/23/03 10/24/03 10/25/03 10/26/03 10/27/03 10/28/03 10/29/03 10/30/03 10/31/03 11/01/03 11/02/03 11/03/03 11/04/03 11/05/03 11/06/03 11/07/03 11/08/03 11/09/03 11/10/03 11/11/03 11/12/03 11/13/03 11/14/03 11/15/03 11/16/03 11/17/03 11/18/03 11/19/03 11/20/03 11/21/03 11/22/03 11/23/03 11/24/03 11/25/03 11/26/03 11/27/03 11/28/03 11/29/03 11/30/03 12/01/03 12/02/03 12/03/03 12/04/03 12/05/03 12/06/03 12/07/03 12/08/03 12/09/03 12/10/03 12/11/03 12/12/03 12/13/03 12/14/03 12/15/03 12/16/03 12/17/03 12/18/03 12/19/03 12/20/03 12/21/03 12/22/03 12/23/03 12/24/03 12/25/03 12/26/03 12/27/03 12/28/03 12/29/03 12/30/03 12/31/03	ENGINEER IN CHARGE CHADWYCK H. MOORHEAD, P.E. #017191 CERTIFICATE OF AUTHORIZATION NO. 03-0007723	CLIENT ZDA, LLC 12 SOUTH VIRGINIA AVE., UNIT 201 WINTER PARK, FLORIDA 32789 (407) 940-4223	TREE PROTECTION PLAN FOR WATERSIDE LAKE MARY FLORIDA	MADDEN CIVIL ENGINEERS 431 E. HOWELL AVENUE WINTER PARK, FLORIDA 32789 (407) 928-8330
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CITY MANAGER'S REPORT

DATE: October 2, 2014
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Approval of Human Resources Purchase Orders for FY 2015.
2. Approval of Public Works Purchase Order for FY 2015.
3. Surplus of out of service items from various departments.
4. Appointments to Planning and Zoning Board and Elder Affairs Commission.

ITEMS FOR COMMISSION INFORMATION:

1. Update – Seminole County SunRail Quiet Zone Study.



CITY MANAGER'S REPORT

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Wanda Broadway, Human Resources Manager

VIA: Jackie Sova, City Manager

SUBJECT: Approval of Human Resources Purchase Orders for FY 2015

DISCUSSION: Staff is requesting the Commission allow the approval of three separate purchase orders for Human Resources activities related to the Employee Health Clinic for FY 2015 as described below. The existing contract was approved by City Commission on August 16, 2012 and is attached.

1. **CareHere, LLC in the amount of \$48,300.00.** This purchase order (PO) will be used for the Health Clinic administrative fees of \$23.00 per employee per month.
2. **CareHere, LLC in the amount of \$125,000.00.** This PO will be used for the salaries of the CareHere employees during clinic hours, pass through costs, medical and operating supplies for the Health Clinic.
3. **PSS World Medical Inc. in the amount of \$45,000.00.** This PO will be used for the operating supplies for the Health Clinic.

RECOMMENDATION:

Request Commission authorize the City Manager to approve Purchase Orders for CareHere, LLC and PSS World Medical, Inc. in the amounts and for the reasons as outlined above.

CareHere, LLC
City of Lake Mary Agreement

This Employer Agreement is made and entered into this 5th day of September 2013, by and between Employer, City of Lake Mary ("Employer"), and CareHere, LLC, a Tennessee limited liability corporation related to CareHere Crowne, LLC, a Florida limited liability corporation ("CareHere").

Recitals:

A. CareHere contracts with employers to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to be located at the employer's designated site to perform certain medical services to the employees, dependents and/or retirees of such employer.

B. The Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to arrange for a physician and nurse (and other agreed-upon medical staff) to provide certain onsite medical services on behalf of Employer to the eligible employees and/or retirees of the Employer and/or their dependents on the terms and subject to the conditions contained herein.

C. The Employer desires to contract with CareHere and CareHere desires to contract with Employer for CareHere to provide management and non-medical services to assist Employer and physician or physician extenders in providing medical services to Employer's eligible employees, retirees, and/or dependents of each.

NOW, THEREFORE, in consideration of Ten and 00/100 dollars (\$10.00) along with other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Employer and CareHere hereby agree as follows:

ARTICLE I
PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall furnish a Physician(s) and such Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) and/or Nurses (either Registered Nurse or Licensed Practical Nurse)), (hereafter collectively referred as "Medical Professionals") and/or other medical support staff (hereafter collectively referred as "Medical Assistant") to be located at the designated site(s) of Employer as may be necessary to provide the Medical Services (as defined herein) to the employees, retirees, and/or dependents covered by the Employer's group health plan. CareHere is not committing to arrange for a particular person as the Medical Professional or Medical Assistant, and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. CareHere will be responsible for providing Medical Professional(s) and staff at all scheduled times of health center operation. Employer shall have the opportunity to meet and greet all final Medical Professional (provider-level) candidates identified by CareHere. Employer shall also have the right to have CareHere remove a Medical Professional (provider level) upon written notice for

behavior or performance concerns, which notice shall specify a reasonable time by which the provider shall be removed.

As used herein, the term "Medical Services" means, with respect to the Employer, the medical services with respect to which CareHere has agreed to furnish for a Medical Professional and other medical staff to be present pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to arrange for a physician and support medical staff are listed on Exhibit A.

The Employer and CareHere may, at any time and from time to time, amend or supplement Exhibit A by written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with the Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional's direction, control, and supervision:

(a) The Medical Professional shall determine his/her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that the medical staff does the same with respect to the licensing and regulation of such staff.

(c) The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the community and with the standards of his/her profession.

(d) The Medical Professional shall maintain, during the term of this Agreement, appropriate credentials including:

- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Florida,
- (2) A good standing with his or her profession and state professional association,
- (3) The absence of any license restriction, revocation, or suspension,
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration, and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his/her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his/her federal DEA registration, (3) is

convicted of a felony, or (4) is no longer in good standing with his/her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02 (d). CareHere shall corroborate with the Medical Professional to remove and promptly replace any Medical Assistant (as defined in Section 1.08) who has his/her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his/her professional or state licensing authority.

(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant (and/or any other health professional) complies with the requirements of this Section 1.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 1.06 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.03(e) may occur with respect to the Medical Professional or any Medical Assistant and CareHere shall immediately notify the Employer of such notification, so that the Employer can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 1.01.

(g) This agreement and the contractor agreement in which CareHere has agreed to arrange for Medical Professionals to be located at Employer's work site is intended to comply with the laws of Florida that allows CareHere to hire or contract with a provider to treat the Employer's eligible employees, retirees, and the dependents of each.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable with Employer. Both CareHere and the Employer shall agree upon a target clinic opening date for the Medical Provider to begin delivering Medical Services.

1.04 Place of Services. The Employer shall provide the Medical Professional adequate facilities to include examination room(s), triage, lab and other areas that are located at such designated site of the Employer, which facility shall be reasonably satisfactory in the judgment of CareHere and the Medical Professional, for the provision of the Medical Services. CareHere shall supply the Employer with example clinic facility floor plans along with minimum facility requirements including, but not limited to, minimum exam room space, cabinetry, counter space, lockable medication storage, internet connectivity, telephone and fax connectivity, as well as other agreed upon requirements. The Employer agrees to coordinate, manage, fund and oversee any construction and/or renovation required to provide the place of service. The Employer agrees that the place of service will be prepared, cleaned, and ready for CareHere to occupy at least two weeks in advance of the targeted clinic opening date.

1.05 Equipment and Supplies. Per Article II of this Agreement, the Employer shall reimburse (on a pass-through cost only basis) CareHere for the equipment and supplies which are listed, but not limited to, the items listed in Exhibit B (in addition to a

chair, a desk, a file cabinet and office supplies, etc., all of which shall also be obtained by CareHere and submitted to the Employer for reimbursement). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date which will be reimbursed to CareHere by Employer.

1.06 Professional Liability Insurance. CareHere shall ensure that the Medical Professional has, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional, in the annual coverage amounts of \$1,000,000/\$3,000,000 with an insurance company reasonably satisfactory to CareHere and Employer. Employer will reimburse CareHere for the cost of the professional liability for the Medical Professional(s). CareHere agrees to notify Employer immediately in the event the Medical Professional does not have the required coverage and will promptly remove and replace such Medical Professional with another qualified Medical Professional. CareHere shall provide Employer proof of such professional liability insurance covering the Medical Professional.

1.07 Responsibilities of Parties. CareHere is an independent contractor of Employer. The Medical Professional shall be solely responsible for his/her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him/her (including without limitation any Medical Assistant) in connection with providing the Medical Services contemplated by this Agreement. Neither the Employer nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant, and neither the Employer nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant) in connection with this Agreement. CareHere agrees to indemnify and hold harmless Employer from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Employer may incur in connection with CareHere's arranging for Medical Professionals or Medical Assistants to be present, or with the medical services provided by them under this Agreement. However, such indemnification by CareHere shall not be construed to mean malpractice insurance in any manner. Said indemnity obligation shall be supported by but not limited to appropriate liability insurance with minimum limits required by the Employer of \$1,000,000/\$3,000,000, and shall name the City as additional insured. CareHere will furnish the City a certificate of insurance.

Notwithstanding the foregoing, this Section 1.07 and the other provisions of this Agreement relating to indemnity and insurance are not intended and shall not be construed to waive the City's sovereign immunity or its liability for damages in excess of the amounts specified in Florida Statute 768.28.

1.08 Other Licensed Health Professionals. The Employer agrees and acknowledges that CareHere and/or Medical Professional may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly

scheduled time at the Employer's place of business in the event of an emergency that necessitates the Medical Professional to be elsewhere (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly-licensed nurse, medical doctor and/or licensed physician extender, or other duly-licensed medical professional qualified to practice in the state of Florida. Section 1.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 1.06. From time to time the Medical Professional, upon consent of an eligible employee or retiree of the Employer and/or eligible spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.09 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees and/or their dependents of the Employer or from the Employer Benefit Plan Trust for Medical Services provided by the Medical Professional.

1.10 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional to comply with HIPAA privacy standards. All patient medical records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), CareHere shall represent the designated records owner, and shall cooperate with Employer in transferring the records.

The Employer understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional and CareHere in accordance with state and federal regulations, and that the Employer will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee or by allowance for disclosure in accordance with HIPAA privacy provisions.

1.11 Reports. CareHere shall provide to the Employer within 60 days following each 12 month period of operations, and more frequently as deemed appropriate by CareHere and Employer, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding quarter. The written report shall be in form reasonably satisfactory to each of the

Employer and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional during such immediately preceding year, (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. Upon request, CareHere shall make supporting documentation of the above reports available. Other reports will be provided to Employer on a weekly basis that will report visit utilization and other relevant items. Employer shall furnish requested group health insurance and, if applicable, workers' compensation reports to CareHere on at least a quarterly basis in order that CareHere report back to Employer appropriate analysis and financial reporting. There will be additional reporting features available online that can be accessed on-demand.

1.12 Noncompliance by the Medical Professional. In the event the Employer becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the Employer shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail and CareHere shall use its best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, Employer shall have the right to require the timely removal of the Medical Professional (provider level) by CareHere.

ARTICLE II COMPENSATION

2.01 Initial Set-Up Deposit. The Employer is responsible for the expense of setting up the clinic, estimated at \$25,000 per location (the actual cost shall be itemized in a Statement of Expenditures and the remaining balance, if any, shall be applied as a credit to the first monthly services invoice) to cover CareHere's purchase of the equipment and the supplies listed on Exhibit B. The Set-up Deposit for additional Occupational/Workers Compensation services outside of those listed in Exhibit A, if any, will be at an additional amount. All set-up expenses will be on a "pass-through" and with "no mark-up" for medical and/or occupational/workers' compensation services.

2.02 Monthly Fee. Monthly invoicing by CareHere will commence upon the targeted opening date agreed upon per Section 1.03 of this Agreement. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere to be located at Employer's place of business the amount of \$23.00 per employee/retiree per month (covered by the group health plan) for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

2.03 Additional Costs. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for all expenses required to operate and maintain the Employer clinic in order to provide the Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and Medical Assistant fees, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical Professional and Medical Assistant training expenses, approved medical staff travel expenses, required

taxes (federal, state, local, or other), medical supplies, office supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide the Medical Services under this Agreement and any sales taxes (federal, state, local, or other) incurred by CareHere to purchase items necessary to provide the Medical Services under this Agreement. The Employer shall be responsible to pay CareHere the amount properly invoiced no later than the 15th day of the calendar month immediately following the receipt of the actual CareHere invoice. Past due amounts may be subject to a finance charge of 1.5% per month.

2.04 When Occupational/Workers Compensation services beyond those listed in Exhibit A are desired, the Employer shall pay to CareHere a yet-to-be-determined amount agreed upon by CareHere and Employer.

2.05 Travel & Living Expenses. Following the initial opening of the Employer clinic, CareHere shall receive reimbursement for properly invoiced annual cumulative travel expenses that exceed \$1,000 which are incurred in servicing the Employer clinic for routine and unscheduled visits, regular reporting to Employer, case management/disease management services, administering special onsite health programs, etc. CareHere shall not request reimbursement for cumulative annual travel and living expenses that do not exceed \$1,000. The amount reimbursed by Employer for travel-related expenses shall not exceed \$5,000 annually.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a minimum initial term of two (2) years, renewed annually at Employer's option, and thereafter for a term of five (5) years following the actual opening date of the Health Center to commence delivery of care to patients, subject to earlier termination in accordance with this Agreement. Unless either the Employer or CareHere gives written notice of nonrenewal to the other party at least ninety (90) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for an additional term of two years.

3.02 Termination With or Without Cause. After the first twelve (12) months of operation, this Agreement may be terminated by either the Employer or CareHere, with or without cause, by providing the other party at least ninety (90) calendar days' prior written notice.

3.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the Employer to pay compensation to CareHere or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

3.04 Non-Compete. In the event of Termination, for a period of one (1) year, Employer shall not engage the use of the onsite professional healthcare services of Medical Professionals contracted with CareHere.

ARTICLE IV MISCELLANEOUS

4.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

4.02 Transferability. Except as provided in Section 4.07, neither Employer nor CareHere may assign or otherwise transfer this Agreement to a third party without the written consent of the other party, which may be given or withheld by the other party.

4.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Employer and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the Employer and CareHere.

4.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of laws provisions. The Employer or CareHere will bring any action related to this Agreement, including any disagreements, disputes regarding terms and conditions for payment of services, remedies of Agreement, or other actions which are not disposed of by Agreement, in the circuit court for Seminole County or the Federal Middle District in Orlando, Florida.

4.05 Non-Disclosure. The Employer and CareHere shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the Employer and CareHere acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by the Public Records Act, and other applicable law or applicable regulation or pursuant to a court order.

4.06 Access to Books and Records. Both CareHere and the Employer agree to provide access to their books and records as they relate to this Agreement and are in compliance with HIPAA and other applicable privacy laws.

4.07 Successors. This Agreement is binding upon the parties, their successors and assigns. Thirty (30) days notice of any change in majority ownership, management, etc. shall be given the other party by the party experiencing the change.

4.08 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

4.09 Non-Funding. In the event sufficient budgeted funds are not available or become depleted, the City shall notify CareHere of such occurrence and contract shall be terminated without penalty or expense to the City as provided pursuant to 3.02 above.

4.10 Attorneys' Fees. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

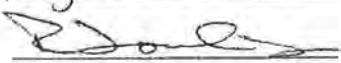
Remainder of page left intentionally blank

IN WITNESS WHEREOF, the Employer and CareHere have executed and delivered this Agreement as of the date first above written.

CareHere, LLC

CareHere Crowne, LLC

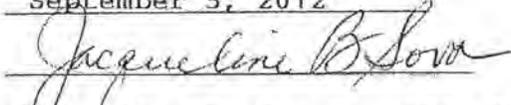
Date of Signature: August 24, 2012
Signature: 

August 22, 2012


Print Name: Ben Baker
Title: Member
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

Ray Tomlinson
Member
2710 Rew Circle
Suite 200
Ocoee, FL 34761

City of Lake Mary

Date of Signature: September 5, 2012
Signature: 

Print Name: Jacqueline B. Sova /Title: City Manager

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

Remainder of this page left intentionally blank.

**APPROVED BY
CITY COMMISSION**
8/16/12

EXHIBIT A

"SCOPE OF SERVICES"

Medical Services to be provided by the on-site Medical Professional(s) include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensements
- Occupational Conditions
 - OJI/Work-related injuries on a triage basis only
 - Minor surgical procedures, such as sutures for laceration treatment
- Employment Related Activities
 - Physical Exams to include pre-employment, annual and routine physicals
 - Drug Testing to include pre-employment, reasonable suspicion and random
 - MRO services
- Personal hygiene-related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from employee population to develop tailored Pharmaceutical Management Program
- Physician/Nurse "Reach Out" Program to make contact with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – (proactive assignment of a "health coach" to assist patients with identified needs
- Self Care Education Tools and Manual online and in print
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Program Enablers and Infrastructure Include

- 800 Customer Support
- 24x7 Online Scheduling System
- Electronic Medical Records System
- Online Medical Management & Tracking System
- Health Center Best-Practices Sharing
- Health Center Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management
- Analysis, Trends, Reporting & Survey Results

“SCOPE OF OCCUPATIONAL/WORK COMPENSATION HEALTH SERVICES”

The following services are provided in addition to the “Primary Care Medical Services.” Employer agrees that CareHere will price these services separately from “Primary Care Medical Services” and will be provided at an additional cost.

Treatment of all OJI/work related Job injuries beyond triage level

If selected as provider from the panel (if required), treat acute and chronic work-related injuries. If outside physician is selected, coordinate and monitor process

Medical Surveillance

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals
- **Drug Screen/Alcohol** – the collection of hair testing samples or other customized requirements; breathalyzer for alcohol and post-rehabilitation random testing.

Exams

- **Pre Employment** - Coordinating/conducting functional capacity testing, medical history, audiometric testing, biometrics, etc.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available

- **Fitness for Duty** - Conduct fitness for duty exams for both work-related cases and for employees returning from personal medical leave.
- **FCE** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.
- **DOT/CDL** exams

Coordinate IME/FFD Program

Make medically-sound recommendations to have employees independently evaluated for overall fitness for duty.

Employee Medical Management

Conduct meetings with employees who have had numerous medical concerns

On-Site Case Management Services

Shall include the following:

- Assist in identifying work related injuries
- Evaluate, Treat, Monitor and Manage work-related injuries
- Promptly refer to specialist as needed for consultative diagnosis, treatment and/or prognosis of an injury or disease
- Expedite tracking and receiving reports from outside medical appointments
- Monitor and gatekeep current workers comp cases
- Assist in the development of a Managed Care Referral Network for work compensation cases, if requested
- Maintain close communication with Workers Comp TPA
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

Laboratory Services

Per physician order or for screening programs.

Inoculation and Foreign Travel

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures as requested and approved by the Employer.

Physician Panel

Participate in the selection/removal of community physicians for our panel. Also maintain the panel documentation, if applicable.

Outside Physician interface

Interact with physicians regarding any medical issues of concern; Contract with Physical Therapy Company for on-site services.

EAP Interface

Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne Pathogen training.

Job Reviews

Conduct medical job reviews as needed to assist in making recordability decisions

Team Work-Place Evaluations

Participate on a team that conducts daily workplace reviews to identify safety and/or ergonomic risk factors

Urgent Care Response (Industrial/Plant Setting)

Respond to any on-site emergencies and track and report through return to work

Medical Information System Training/Upkeep

Maintain a real-time system of case tracking and documentation

Assist in and/or the Management of OSHA 300 and 301 recordkeeping

EXHIBIT B

**SAMPLE EXAM ROOM SET UP
MEDICAL SUPPLIES AND EQUIPMENT**

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by Employer)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	



CITY MANAGER'S REPORT

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Bruce Paster, P.E., Director of Public Works

VIA: Jackie Sova, City Manager

SUBJECT: Approval of Public Works Purchase Order for FY 2015

DISCUSSION: Staff is requesting the Commission allow the approval of the following purchase order for FY 2015 as described below:

EnviroWaste Services Group, Inc. in the amount of \$100,000. This purchase order (PO) will be used for the cleaning, televising and minor grout repair of stormwater collection systems in the areas of Washington Avenue, Sun Drive, and Cardinal Oaks Cove. This work will also satisfy the City's NPDES stormwater inspection requirements. Approximately 10% of the PO will also be used for miscellaneous wastewater projects such as sewer and lift station maintenance as required. We will be piggybacking off the attached Orange County contracts. Funds for this work have been budgeted and approved under the Stormwater Fund and Water and Sewer Fund.

RECOMMENDATION:

Request Commission authorize City Manager to approve the Purchase Order to EnviroWaste Services Group, Inc., in an amount not to exceed \$100,000 for the reasons outlined above.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO. 2/ CONTRACT NO. Y12-1060
SANITARY SEWER CLEANING AND CCTV

EnviroWaste Services Group, Inc.
4 SE First Street, Second Floor
Miami, Florida 33131

Effective Date September 20, 2014

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents

1. In accordance with General Conditions Article 27, Option to Extend the Term of the Contract, the County exercises Option No. 2 by extending the term of the contract as follows:

From : September 20, 2014 through September 19, 2015

terms and conditions remain the same.

2. All other terms, conditions and specifications remain the same.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FL


Patty Hobbs, Sr. Contract Administrator

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO. 1/ CONTRACT NO. Y12-1060
SANITARY SEWER CLEANING AND CCTV**

**EnviroWaste Services Group, Inc.
4 SE First Street, Second Floor
Miami, Florida 33131**

Effective Date September 20, 2013

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents

1. In accordance with General Conditions Article 27, Option to Extend the Term of the Contract, the County exercises Option No. 1 by extending the term of the contract as follows:

From : September 20, 2013 through September 19, 2014 -

terms and conditions remain the same.

2. All other terms, conditions and specifications remain the same.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FL**


Patty Hobbs, Sr. Contract Administrator

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
CONSTRUCTION TERM CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of Purchasing and Contracts executing this Contract, and:

**EnviroWaste Services Group, Inc.
4 SE First Street, Second Floor
Miami, Florida 33131**

Federal Identification Number: 65-0829090

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **SANITARY SEWER CLEANING AND CCTV** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y12-1060-PH** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

**I
AMOUNT OF CONTRACT:**

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of Three Hundred Seventy Four Thousand Dollars (\$374,731.56).

**II
ASBESTOS FREE MATERIALS:**

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

**III
ADMINISTRATIVE DATA:**

Payments: Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$50.00** for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

IV CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of Purchasing and Contracts executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

- A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:
1. Orange County Invitation for Bids/Project Manual, **IFB No. Y12-1060-PH**, dated **June 1 2012**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);
 2. Addendum No. 1; dated June 13, 2012 and Addendum No. 2 dated June 22, 2012.
 3. EnviroWaste's Bid Proposal dated **July 10, 2012**;
 4. Certificates of Insurance;
 5. Payment/Performance Bonds;

B. The order of precedence of items and documents is as follows:

- Construction Contract
- Permits
- Supplemental Conditions/Special Provisions
- General Conditions

- Specifications/Technical Provisions
- Drawings/Plans
- Road Design, Structures, and Traffic Operations Standards (If applicable)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)
- Bid Proposal
- Instructions to Bidders

C. Contract Type:

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. Also, if the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

Moreover, if the Manager of Purchasing and Contracts determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

ORDER LIMITATIONS

- a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$50, the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.

- b. Maximum Order – The Contractor is not obligated to honor any order for goods or services in excess of \$500,000.

- D. Delivery Orders shall not exceed \$500,000 without the express written authority of the Manager, Purchasing and Contracts Division.
- E. This Contract is effective 9/20/ 2012 and shall remain effective through 9/19/2013,
- F. This Contract may be unilaterally renewed as provided in the Contract Documents, Part F, Article 26, "Option to Extend the Term of the Contract". Any amendments to this Contract must be in writing.
- G. This Contract may be cancelled or terminated as provided for in the Invitation for Bids.
- H. Ordering against the Contract:
 - 1. Unless otherwise specified in the Contract, the County will place orders by issuance of a numbered Delivery Order against this Contract. Each Delivery Order will specify the locations, description and completion time of the work.
 - 2. The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.
- I. Taxes:

The County has the following tax exemption certificates assigned:

 - 1. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
 - 2. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

J. Invoicing:

1. Invoices must be submitted, in duplicate, referencing this Contract number and the Delivery Order number to:

Utilities Department
Field Services Division
8100 Presidents Drive
Orlando, Florida 32809

2. Invoices against this Contract are authorized only at the prices stated in your Bid response, unless otherwise provided in the Invitation for Bid.

V

TIME OF COMMENCEMENT AND FINAL COMPLETION:

Work to be completed within period specified on individual Delivery Orders, unless amended by written Change Order executed by both parties to this Contract.

VI

COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

VII

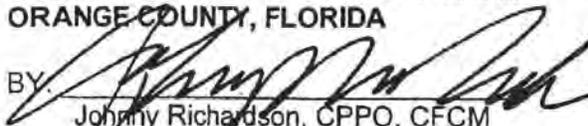
MISCELLANEOUS PROVISIONS:

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers or any other reason.
- C. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

ENVIROWASTE SERVICES GROUP, INC.

BY: 

Johnny Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

BY: 

Signature

Eduardo Barba

Type or Print Name

DATE: 9-20-12

(for County use only)

BASIC YEAR

MA NO.	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
	10	General Requirements				
1	10.130.110	Indemnification (min. \$100)	1	LS	\$ 100	\$ 100.00
	1.000	Emergency Mobilization				
2	1.100	Emergency Mobilization (project \$250 to \$100,000)	1	EA	\$0.01	\$0.01
3	1.200	Emergency Mobilization (project \$100,001 to \$300,000)	1	EA	\$0.01	\$0.01
4	1.300	Emergency Mobilization (project \$300,001 to \$500,000)	1	Ea	\$0.01	\$0.01
	2.000	Maintenance of Traffic				
5	2.100	Special detour	1	EA	\$0.01	\$0.01
6	2.200	Traffic control officer	10	HR	\$30.00	\$300.00
7	2.300	Work zone signs	180	Day	\$20.00	\$3,600.00
8	2.400	Barcade	4,500	Day	\$0.01	\$45.00
9	2.500	Advanced warning arrow panels	30	Day	\$150.00	\$4,500.00
10	2.600	High intensity flashing lights	250	Day	\$0.01	\$2.50
11	2.700	Changeable variable message boards	75	Day	\$0.01	\$0.75
	11.2	Road Work				
12	11.280.110	Sod Replacement (Bahai)	750	SY	\$0.01	\$7.50
13	11.280.111	Sod Replacement (St. Augustine)	750	SY	\$0.01	\$7.50
	11.3	Install/Replace Fence or Wall				
14	11.310.110	Install/Replace Chain Link Fence < 4' high	20	LF	\$10.00	\$200.00
15	11.310.111	Install/Replace Chain Link Fence > 4' high	20	LF	\$15.00	\$300.00
16	11.320.110	Install/Replace Wood Fence ≤ 4' high	20	LF	\$20.00	\$400.00
17	11.320.111	Install/Replace Wood Fence > 4' high	20	LF	\$25.00	\$500.00

	3.0	Bypass Pumping				
18	3.110	Bypass Pumping 6" to 12" Sanitary Sewer Mains	12	LS	\$.01	\$.12
19	3.120	Bypass Pumping 15" to 21" Sanitary Sewer Mains	10	LS	\$.01	\$.10
20	3.130	Bypass Pumping 24" or larger Sanitary Sewer Mains	5	LS	\$.01	\$.05
21	3.200	Tanker	300	HR	\$50.00	\$15,000.00
22	3.310	Plug 8" to 18" dia sanitary sewer mains	4,000	EA	\$.01	\$40.00
23	3.320	Plug 21" dia or larger sanitary sewer mains	150	EA	\$.01	\$1.50
	13	Wastewater Collection System				
	13.1	Cleaning Sanitary Sewers				
24	13.110.110	Light Cleaning - Service Laterals - 4" to 6" Dia.	100	EA	\$100.00	\$10,000.00
25	13.111.111	Light Cleaning - Sanitary Sewer Mains - 6" to 12" Dia.	2,000	LF	\$.01	\$20.00
26	13.111.112	Light Cleaning - Sanitary Sewer Mains - 15" to 24" Dia.	1,000	LF	\$.01	\$10.00
27	13.111.113	Light Cleaning - Sanitary Sewer Mains - > 24" Dia.	100	LF	\$.01	\$1.00
28	13.120.110	Medium Cleaning - Service Laterals - 4" to 6" Dia.	250	EA	\$130.00	\$32,500.00
29	13.121.111	Medium Cleaning - Sanitary Sewer Mains - 6" to 12" Dia.	150,000	LF	\$1.55	\$232,500.00
30	13.121.112	Medium Cleaning - Sanitary Sewer Mains - 15" to 24" Dia.	20,000	LF	\$1.95	\$39,000.00
31	13.121.113	Medium Cleaning - Sanitary Sewer Mains - > 24" Dia.	4,000	LF	\$2.00	\$8,000.00
32	13.130.110	Heavy Cleaning - Service Laterals - 4" to 6" Dia.	50	EA	\$.01	\$.50
33	13.131.111	Heavy Cleaning - Sanitary Sewer Mains - 6" to 12" Dia.	10,000	LF	\$.01	\$100.00
34	13.131.112	Heavy Cleaning - Sanitary Sewer Mains - 15" to 24" Dia.	5,000	LF	\$.01	\$50.00
35	13.131.113	Heavy Cleaning - Sanitary Sewer Mains - > 24" Dia.	3,000	LF	\$3.75	\$11,250.00
	13.2	CCTV Sanitary Sewers				
36	13.210.110	CCTV Inspection Sanitary Sewer Mains - 6" to 12" Dia.	202,000	LF	\$.01	\$2,020.00
37	13.210.111	CCTV Inspection Sanitary Sewer Mains - 15" to 21" Dia.	36,000	LF	\$.01	\$360.00
38	13.210.112	CCTV Inspection Sanitary Sewer Mains - ≥ 24" Dia.	16,100	LF	\$.01	\$161.00

39	13.220.110	CCTV Inspection of Lateral from Main	200	EA	\$.01 -	\$2.00 -
40	13.230.110	CCTV Inspection of Lateral from Cleanout	200	EA	\$.01 -	\$2.00 -
	13.6	Sanitary Service Laterals and Cleanouts				
41	13.630.110	Install/Repair/Replace Cleanout in Grass Area (\leq 5' in depth)	5	EA	\$350.00 -	\$1,750.00 -
42	13.630.111	Install/Repair/Replace Cleanout in Grass Area ($>$ 5' in depth)	5	EA	\$400.00 -	\$2,000.00 -
43	13.630.112	Install/Repair/Replace Cleanout in Asphalt Pavement ($<$ 5' in depth)	5	EA	\$450.00 -	\$2,250.00 -
44	13.630.113	Install/Repair/Replace Cleanout in Asphalt Pavement ($>$ 5' in depth)	5	EA	\$500.00 -	\$2,500.00 -
45	13.630.114	Install/Repair/Replace Cleanout in Conc. Pavement ($<$ 5' in depth)	5	EA	\$500.00 -	\$2,500.00 -
46	13.630.115	Install/Repair/Replace Cleanout in Conc. Pavement ($>$ 5' in depth)	5	EA	\$550.00 -	\$2,750.00 -

TOTAL BASIC YEAR:

\$ 374,731.56

Contract No: Y14-1075

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
CONSTRUCTION TERM CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division executing this Contract, and:

**Envirowaste Services Group, Inc.
4 SE First Street, 2nd Floor
Miami, FL 33131**

Federal Identification Number: 65-0829090

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **STORMWATER PIPE VIDEO, CLEANING, SEALING AND RELATED SERVICES** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y14-1075-J2** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

I
AMOUNT OF CONTRACT:

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of One Million, Three Hundred Eighty-Four Thousand, Forty-Five Dollars and Fifty Cents (\$1,384,045.50).

The minimum guaranteed contract amount for the initial contract performance period is \$25,000.

II
ASBESTOS FREE MATERIALS:

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III
ADMINISTRATIVE DATA:

Payments: Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

IV
CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

- A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:
1. Orange County Invitation for Bids/Project Manual, **IFB No. Y14-1075-J2**, dated **May 13, 2014**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);
 2. Envirowaste Services Group's Bid Proposal dated **June 17, 2014**;
 3. Certificates of Insurance;
 4. Payment/Performance Bonds;

- B. The order of precedence of items and documents is as follows:

Construction Contract
Permits
Supplemental Conditions/Special Provisions
General Conditions
Specifications/Technical Provisions
Drawings/Plans
Road Design, Structures, and Traffic Operations Standards (If applicable)
Florida Department of Transportation Standard Specifications for Road
and Bridge Construction (If applicable)
Bid Proposal
Instructions to Bidders

- C. Contract Type:

This is an indefinite quantity contract for the goods and/or services specified. The quantities of goods and/or services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the quantity designated as the "Minimum" during the initial contract performance period.

The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ORDER LIMITATIONS

a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$ 250.00, the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.

b. Maximum Order - The Contractor is not obligated to honor any order for goods or services in excess of \$200,000.00.

- D. Delivery Orders shall not exceed \$200,000 without the express written authority of the Manager, Procurement Division.
- E. This Contract is effective September 3, 2014 and shall remain effective through September 2, 2015.

VI

COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

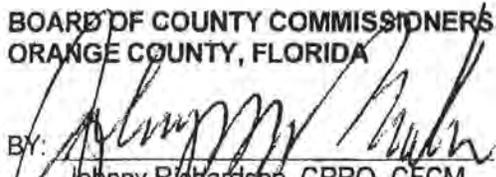
The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

VII

MISCELLANEOUS PROVISIONS:

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers or any other reason.
- C. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY: 
Johnny Richardson, CPPO, CFCM
Manager, Procurement Division

DATE: 9-5-14
(for County use only)

**ENVIROWASTE SERVICES GROUP, INC.
MIAMI, FLORIDA**

BY: 
Signature
Eduardo Barba
Type or Print Name

**Y14-1075-J2 SCHEDULE OF PRICES
BASE YEAR**

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
CLEANING						
1	Light Cleaning	15 - 18 inch	10,000	LF	.01	100-
2	Medium Cleaning	15 - 18 inch	30,000	LF	.01	300-
3	Heavy Cleaning	15 - 18 inch	30,000	LF	2.00	60,000-
4	Light Cleaning	24 - 42 inch	10,000	LF	.01	100-
5	Medium Cleaning	24 - 42 inch	50,000	LF	.01	500-
6	Heavy Cleaning	24 - 42 inch	50,000	LF	3.00	150,000-
7	Light Cleaning	48 - 60 inch	1,000	LF	2.00	2,000-
8	Medium Cleaning	48 - 60 inch	20,000	LF	2.00	40,000-
9	Heavy Cleaning	48 - 60 inch	10,000	LF	5.00	50,000-
10	Light Cleaning	66 - 84 inch	500	LF	5.00	2,500-
11	Medium Cleaning	66 - 84 inch	500	LF	5.00	2,500-
12	Heavy Cleaning	66 - 84 inch	5,000	LF	5.00	25,000-
GROUTING						
13	4 joints or less	15 inch	250	EACH JOINT	40-	10,000-
14	5 joints or more	15 inch	500	EACH JOINT	20-	10,000-
15	4 joints or less	18 inch	50	EACH JOINT	50-	2,500-
16	5 joints or more	18 inch	750	EACH JOINT	25-	18,750-
17	4 joints or less	24 inch	50	EACH JOINT	85-	4,250-
18	5 joints or more	24 inch	750	EACH JOINT	30-	22,500-
19	4 joints or less	30 inch	50	EACH JOINT	115-	5,750-
20	5 joints or more	30 inch	300	EACH JOINT	40-	12,000-
21	4 joints or less	36 inch	20	EACH JOINT	130-	2,600-
22	5 joints or more	36 inch	300	EACH JOINT	50-	15,000-
23	4 joints or less	42 inch	30	EACH JOINT	200-	6,000-
24	5 joints or more	42 inch	50	EACH JOINT	50-	2,500-
25	4 joints or less	48 inch	50	EACH JOINT	280-	14,000-
26	5 joints or more	48 inch	1,000	EACH JOINT	50-	50,000-

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
27	4 joints or less	54 inch	10	EACH JOINT	300-	3,000-
28	5 joints or more	54 inch	10	EACH JOINT	250-	2,500-
29	4 joints or less	60 inch	10	EACH JOINT	500-	5,000-
30	5 joints or more	60 inch	50	EACH JOINT	250-	12,500-
31	4 joints or less	66 inch	5	EACH JOINT	525-	2,625-
32	5 joints or more	66 inch	5	EACH JOINT	250-	1,250-
33	4 joints or less	72 inch	10	EACH JOINT	550-	5,500-
34	5 joints or more	72 inch	30	EACH JOINT	250-	7,500-
GROUND PENETRATING RADAR (3 hour minimum)						
35	Radar Inspection		100	HR	20 -	2,000-
SOIL STABILIZATION						
36	Cement based grout injection		5,000	CF	19-	95,000-
INJECTION HOLES						
37	Drill and patch holes		1,000	EA	.01	10.00
38	Set up charge (job location)		50	EA	.01	.50
VIDEO INSPECTION						
39	Pipes	12 - 30 inches	75,000	LF	4.00	300,000-
40	Pipes	36 - 48 inches	50,000	LF	5.00	250,000-
41	Pipes	54 - 66 inches	15,000	LF	7.00	105,000-
42	Pipes	72 inches and up	2,000	LF	15.00	30,000-
43	Set Up Charge	Less than 500'	1,000	EA	.01	10.00
INJECT AND SEAL CRACKS						
44	Cracks	All Pipes Sizes	500	LF	5-	2,500-
PRESSURIZED LEAK TEST (WATER) BY JET/VAC TRUCK AND JET ROD						
45	Leak Test 1' - 5'		40	EA	50-	2,000-
46	Leak Test 6' - 10'		40	EA	200-	8,000-
47	Leak Test 10' - 20'		40	EA	25-200.00	8,000- ESTN
MISCELLANEOUS						
48	Traffic Control		20	HR	85-	1,700- ESTN
49	Emergency Mobilization		10	EA	2,500	25,000-

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
50	Bahia Sod		1,000	SY	3-	3,000-
51	St. Augustine Sod		1,000	SY	3-	3,000-
52	Indemnification		1	LS	\$100.00	\$100.00
TOTAL PRICE, BASE YEAR:						\$ 1,384,045.50

577

OPTION YEAR #1

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
CLEANING						
53	Light Cleaning	15 - 18 inch	10,000	LF	.01	100-
54	Medium Cleaning	15 - 18 inch	30,000	LF	.01	300-
55	Heavy Cleaning	15 - 18 inch	30,000	LF	2.00	60,000-
56	Light Cleaning	24 - 42 inch	10,000	LF	.01	100-
57	Medium Cleaning	24 - 42 inch	50,000	LF	.01	500-
58	Heavy Cleaning	24 - 42 inch	50,000	LF	3.00	150,000-
59	Light Cleaning	48 - 60 inch	1,000	LF	2.00	2,000-
60	Medium Cleaning	48 - 60 inch	20,000	LF	2.00	40,000-
61	Heavy Cleaning	48 - 60 inch	10,000	LF	5.00	50,000-
62	Light Cleaning	66 - 84 inch	500	LF	5.00	2,500-
63	Medium Cleaning	66 - 84 inch	500	LF	5.00	2,500-
64	Heavy Cleaning	66 - 84 inch	5,000	LF	5.00	25,000-
GROUTING						
65	4 joints or less	15 inch	250	EACH JOINT	40-	10,000-
66	5 joints or more	15 inch	500	EACH JOINT	20-	10,000-
67	4 joints or less	18 inch	50	EACH JOINT	50-	2,500-
68	5 joints or more	18 inch	750	EACH JOINT	25-	18,750-
69	4 joints or less	24 inch	50	EACH JOINT	85-	4,250-
70	5 joints or more	24 inch	750	EACH JOINT	30-	22,500-
71	4 joints or less	30 inch	50	EACH JOINT	115-	5,750-
72	5 joints or more	30 inch	300	EACH JOINT	40-	12,000-
73	4 joints or less	36 inch	20	EACH JOINT	130-	2,600-
74	5 joints or more	36 inch	300	EACH JOINT	50-	15,000-

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
75	4 joints or less	42 inch	30	EACH JOINT	200 -	6,000 -
76	5 joints or more	42 inch	50	EACH JOINT	50 -	2,500 -
77	4 joints or less	48 inch	50	EACH JOINT	280 -	14,000 -
78	5 joints or more	48 inch	1,000	EACH JOINT	50 -	50,00 -
79	4 joints or less	54 inch	10	EACH JOINT	300 -	3,000 -
80	5 joints or more	54 inch	10	EACH JOINT	250 -	2,500 -
81	4 joints or less	60 inch	10	EACH JOINT	500 -	5,000 -
82	5 joints or more	60 inch	50	EACH JOINT	250 -	12,500 -
83	4 joints or less	66 inch	5	EACH JOINT	525 -	2,625 -
84	5 joints or more	66 inch	5	EACH JOINT	250 -	1,250 -
85	4 joints or less	72 inch	10	EACH JOINT	550 -	5,500 -
86	5 joints or more	72 inch	30	EACH JOINT	250 -	7,500 -
GROUND PENETRATING RADAR (3 hour minimum)						
87	Radar Inspection		100	HR	20 -	2,000 -
SOIL STABILIZATION						
88	Cement based grout injection		5,000	CF	19 -	95,000 -
INJECTION HOLES						
89	Drill and patch holes		1,000	EA	.01	10.00
90	Set up charge (job location)		50	EA	.01	.50
VIDEO INSPECTION						
91	Pipes	12 - 30 inches	75,000	LF	4.00	300,000 -
92	Pipes	36 - 48 inches	50,000	LF	5.00	250,000 -
93	Pipes	54 - 66 inches	15,000	LF	7.00	105,000 -
94	Pipes	72 inches and up	2,000	LF	15.00	30,000 -
95	Set Up Charge	Less than 500'	1,000	EA	.01	10.00

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
INJECT AND SEAL CRACKS						
96	Cracks	All Pipes Sizes	500	LF	5-	2,500-
PRESSURIZED LEAK TEST(WATER) BY JET/VAC TRUCK AND JET ROD						
97	Leak Test 1' - 5'		40	EA	50-	2,000-
98	Leak Test 6' - 10'		40	EA	200-	8,000-
99	Leak Test 10' - 20'		40	EA	200- 200-	8,000-
MISCELLANEOUS						
100	Traffic Control		20	HR	85-	1,700-
101	Emergency Mobilization		10	EA	2,500	25,000-
102	Bahia Sod		1,000	SY	3-	3,000-
103	St. Augustine Sod		1,000	SY	3-	3,000-
TOTAL PRICE, OPTION YEAR #1					\$ 1,383,945.50	

OPTION YEAR #2

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
CLEANING						
104	Light Cleaning	15 - 18 inch	10,000	LF	.01	100-
105	Medium Cleaning	15 - 18 inch	30,000	LF	.01	300-
106	Heavy Cleaning	15 - 18 inch	30,000	LF	2.00	60,000-
107	Light Cleaning	24 - 42 inch	10,000	LF	.01	100-
108	Medium Cleaning	24 - 42 inch	50,000	LF	.01	500-
109	Heavy Cleaning	24 - 42 inch	50,000	LF	3.00	150,000-
110	Light Cleaning	48 - 60 inch	1,000	LF	2.00	2,000-
111	Medium Cleaning	48 - 60 inch	20,000	LF	2.00	40,000-
112	Heavy Cleaning	48 - 60 inch	10,000	LF	5.00	50,000-
113	Light Cleaning	66 - 84 inch	500	LF	5.00	2,500-
114	Medium Cleaning	66 - 84 inch	500	LF	5.00	2,500-
115	Heavy Cleaning	66 - 84 inch	5,000	LF	5.00	25,000-
GROUTING						
116	4 joints or less	15 inch	250	EACH JOINT	40-	10,000-
117	5 joints or more	15 inch	500	EACH JOINT	20-	10,000-
118	4 joints or less	18 inch	50	EACH JOINT	50-	2,500-
119	5 joints or more	18 inch	750	EACH JOINT	25-	18,750-
120	4 joints or less	24 inch	50	EACH JOINT	85-	4,250-
121	5 joints or more	24 inch	750	EACH JOINT	30-	22,500-

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
122	4 joints or less	30 inch	50	EACH JOINT	115-	5,750-
123	5 joints or more	30 inch	300	EACH JOINT	40-	12,000-
124	4 joints or less	36 inch	20	EACH JOINT	130-	2,600-
125	5 joints or more	36 inch	300	EACH JOINT	50-	15,000-
126	4 joints or less	42 inch	30	EACH JOINT	200-	6,000-
127	5 joints or more	42 inch	50	EACH JOINT	50-	2,500-
128	4 joints or less	48 inch	50	EACH JOINT	280-	14,000-
129	5 joints or more	48 inch	1,000	EACH JOINT	50	50,000-
130	4 joints or less	54 inch	10	EACH JOINT	300-	3,000-
131	5 joints or more	54 inch	10	EACH JOINT	250-	2,500-
132	4 joints or less	60 inch	10	EACH JOINT	500-	5,000-
133	5 joints or more	60 inch	50	EACH JOINT	250-	12,500-
134	4 joints or less	66 inch	5	EACH JOINT	525-	2,625-
135	5 joints or more	66 inch	5	EACH JOINT	250-	1,250-
136	4 joints or less	72 inch	10	EACH JOINT	550-	5,500-
137	5 joints or more	72 inch	30	EACH JOINT	250-	7,500-
GROUND PENETRATING RADAR (3 hour minimum)						
138	Radar Inspection		100	HR	20-	2,000-
SOIL STABILIZATION						
139	Cement based grout injection		5,000	CF	19-	95,000-
INJECTION HOLES						
140	Drill and patch holes		1,000	EA	.01	10.00
141	Set up charge (job location)		50	EA	.01	.50
VIDEO INSPECTION						
142	Pipes	12 - 30 inches	75,000	LF	4. ⁰⁰	300,000-
143	Pipes	36 - 48 inches	50,000	LF	5. ⁰⁰	250,000-

Item No.	Description	Pipe Size	Estimated Quantity	U/M	Unit Price	Total Price
144	Pipes	54 - 66 inches	15,000	LF	7.00	105,000-
145	Pipes	72 inches and up	2,000	LF	15.00	30,000-
146	Set Up Charge	Less than 500'	1,000	EA	.01	10.00
INJECT AND SEAL CRACKS						
147	Cracks	All Pipes Sizes	500	LF	5-	2,500-
PRESSURIZED LEAK TEST(WATER) BY JET/VAC TRUCK AND JET ROD						
148	Leak Test 1' - 5'		40	EA	50-	2,000-
149	Leak Test 6' - 10'		40	EA	200-	8,000-
150	Leak Test 10' - 20'		40	EA	200- 200.00	8,000-
MISCELLANEOUS						
151	Traffic Control		20	HR	85-	1,700-
152	Emergency Mobilization		10	EA	2,500-	25,000-
153	Bahia Sod		1,000	SY	3-	3,000-
154	St. Augustine Sod		1,000	SY	3-	3,000-
TOTAL PRICE, OPTION YEAR #2						\$ <u>1383,945.50</u>
TOTAL ESTIMATED BID (Base Year plus Option Year 1 and 2)						\$ <u>4,151,936.50</u>



CITY MANAGER'S REPORT

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Bruce Paster, P.E., Public Works Director
 Bryan Nipe, Parks and Recreation Director
 John Omana, Community Development Director
 Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Surplus equipment from various departments

Staff is requesting that the following out of service items that reached the end of their useful life be declared surplus so that they may be properly disposed of:

Public Works		Parks and Recreation	
Item	Tag #	Item	Tag #
Tire Changer	10098	Aerator	10346
Wheel Balancer	10099	Sod Cutter	10400
Diesel Mower	107	Panasonic Camcorder	100525
Draft Master I	924	Community Development	
Vibratory Plate Compactor	10358	Item	Tag #
Overhead Hoist Crane	10552	Letter Folder/Inserter	10439

Finance – Information Systems (computers, a/v equipment, servers and misc. equip.)						
Tag#	Tag #					
2382	10455	10693	10742	10787	10853	10888
10285	10456	10710	10773	10789	10857	10889
10355	10457	10711	10780	10791	10858	10890
10450	10458	10712	10781	10792	10859	10891
10451	10459	10713	10783	10803	10875	10892
10452	10460	10715	10784	10804	10881	10893
10453	10484	10737	10785	10850	10883	10894
10454	10539	10738	10786	10851	10887	10895

RECOMMENDATION:

Request Commission declare the above-listed items surplus and authorize City Manager to dispose of same.



CITY MANAGER'S REPORT

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Appointments to Planning and Zoning Board and Elder Affairs Commission

Sid Miller has submitted his resignation from the Planning and Zoning Board due to his being elected to the City Commission. As has been past practice, I would ask that you appoint the alternate member, Justin York, as a regular member to serve the remainder of Mr. Miller's term which expires December 31, 2016. We will then solicit Board Appointment Information forms from residents who are interested in volunteering their service.

Additionally, we received 10 applications from people interested in serving on the Elder Affairs Commission to fill each of the five vacancies. Over the past couple weeks, interviews have been conducted and the Elder Affairs' Nominating Sub-Committee recommends you appoint Melvin Cohen, Eileen Biedrzycki, Pamela Bussey, Michael Bley, and Jane Dennen. Their Board Appointment Information Forms are attached. As you may recall, several years ago, you adopted an Ordinance to allow up to three members of this board to reside in unincorporated Lake Mary. With the addition of these new members, a full Elder Affairs Commission will be better able to gauge and advise the City Commission of the needs of the senior population.

RECOMMENDATION:

The Commission appoint Justin York as a regular member on the Planning and Zoning Board to serve until December 31, 2016. Additionally, you appoint Melvin Cohen, Michael Bley and Jane Dennen to the Elder Affairs to serve until December 31, 2014, appoint Eileen Biedrzycki to serve until December 31, 2015, and appoint Pamela Bussey to serve until December 31, 2016.

RECEIVED

CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

(please print)

JUN - 5 2014

CITY CLERK'S OFFICE

1. NAME: Melvin E. Cohen HOME PHONE: 407-330-2585
2. HOME ADDRESS: 398 PINE TREE ROAD, LAKE MARY, FL
E-MAIL ADDRESS: COHEN2@CFI.VV.COM
3. BUSINESS: - BUSINESS PHONE: -
4. BUSINESS ADDRESS: -
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: BS, MD, trained multiple generations of patients including scientists
6. ARE YOU A REGISTERED VOTER? YES X NO
7. ARE YOU A RESIDENT OF THE CITY? YES X NO
8. DO YOU OWN PROPERTY IN THE CITY? YES X NO
9. DO YOU HOLD A PUBLIC OFFICE? YES NO X
10. ARE YOU EMPLOYED BY THE CITY? YES NO X
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY, EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES NO X
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. NOTE: DUI'S and revoked licenses are NOT "civil traffic infractions" and must be reported.)
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES NO X
If yes, which one(s)?
13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

- CODE ENFORCEMENT BOARD* MUST BE A RESIDENT OF LAKE MARY
 - X ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary
 - FIREFIGHTER'S PENSION (Trustees)* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
 - HISTORICAL COMMISSION NO RESIDENCY REQUIREMENT
 - PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - PLANNING AND ZONING BOARD* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - POLICE PENSION (Trustees)* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
- *REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.

14. What qualifications would you bring to this Board(s) if appointed? Resident of Lake Mary for 25 years, attended to the problems of the elderly including programs for the elderly

Pursuant to City Code, service on City boards is at the pleasure of the City Commission. Board members may be removed with or without cause upon motion and majority vote of the City Commission. Applicant, by his/her signature below, waives any right under F.S. Section 112.501 to removal for cause and a hearing before removal.

SIGNATURE: Melvin E. Cohen
DATE: 06/03/2014

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE. Return completed form to: City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.

CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

(please print)

1. NAME: Eileen Biedrzycki CELL HOME PHONE: 407-687-1031
2. HOME ADDRESS: 1866 STONEHILL COVE Lake Mary
E-MAIL ADDRESS: ebmorea@aol.com
3. BUSINESS: Florida Hospital South BUSINESS PHONE: _____
4. BUSINESS ADDRESS: Rolands St. Orlando
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: Degree in GRAPHIC Design & NURSING / Being a nurse gives me unique insite in Elder concerns.
6. ARE YOU A REGISTERED VOTER? YES NO _____
7. ARE YOU A RESIDENT OF THE CITY? YES NO _____
8. DO YOU OWN PROPERTY IN THE CITY? YES NO _____
9. DO YOU HOLD A PUBLIC OFFICE? YES _____ NO
10. ARE YOU EMPLOYED BY THE CITY? YES _____ NO
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES _____ NO
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. NOTE: DUI'S and revoked licenses are NOT "civil traffic infractions" and must be reported.)
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES _____ NO
If yes, which one(s)? _____
13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

- CODE ENFORCEMENT BOARD* MUST BE A RESIDENT OF LAKE MARY
- ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary
- FIREFIGHTERS PENSION (FUSIBES) 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
- PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY
- PLANNING AND ZONING BOARD* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
- POLICE PENSION
- COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
- *REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.

14. What qualifications would you bring to this Board(s) if appointed? Most of my past jobs have been management and I have spent time dealing with employee, client, patient, & family concerns.

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SIGNATURE: Eileen Biedrzycki RN
DATE: 8-13-14

Return completed form to: City of Lake Mary, P. O. Box 953445, Lake Mary, FL 32795-3445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.

CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

(please print)

1. NAME: Pamela P. Bussey HOME PHONE: 407323-5184
2. HOME ADDRESS: 304 Dublin Drive Lake Mary FL 32746
E-MAIL ADDRESS: LeolaW57@AOL.COM
3. BUSINESS: _____ BUSINESS PHONE: _____
4. BUSINESS ADDRESS: _____
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: See attached Curriculum Vitae
6. ARE YOU A REGISTERED VOTER? YES NO _____
* 7. ARE YOU A RESIDENT OF THE CITY? See below YES _____ NO
* 8. DO YOU OWN PROPERTY IN THE CITY? See below YES _____ NO
9. DO YOU HOLD A PUBLIC OFFICE? YES _____ NO
10. ARE YOU EMPLOYED BY THE CITY? YES _____ NO
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY, EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES _____ NO
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. NOTE: DUI'S and revoked licenses are NOT "civil traffic infractions" and must be reported.)
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES _____ NO
If yes, which one(s)? _____ 13.

PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

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*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.

14. What qualifications would you bring to this Board(s) if appointed? I am a member of the Pennsylvania Bar as well a Florida Supreme Court certified Arbitrator & Mediator.
* It appears I live in unincorporated Lake Mary

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SIGNATURE

Patricia P. Bursey

DATE:

August 14, 2014

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Revised 3/4/14

Pamela Patricia Bussey

304 Dublin Drive
Lake Mary Florida 32746
Home phone: 407 323-5184 Mobile phone: 407 592-2821
Leolaw57@Aol.com

Nationality: American
Driver's License: Yes, State of Florida

Insurance professional with stellar communication, analytical, technical, organizational, social and customer service skills in the investigation, negotiation and settlement of First and Third Party claims under Personal, Commercial and Business Automobile policies.

Additionally, I have handled claims under Homeowner's, Commercial and General Liability policies including litigation arising from the aforementioned policies.

- Member of Pennsylvania Bar since December 15, 1987
- Florida All-Lines Adjuster, most recently licensed in all 50 states
- Florida Supreme Court Certified Mediator and Arbitrator as of August 25, 2005
- Board of Director, RAPID Programs, Inc.,
- Board of Director, People's Theatre, Inc., as well President People's Theatre Guild
- Computer literate in Windows operating environment as well Xactimate
- Excellent interpersonal skills and ability to interact and make a connection with people of diverse socio-economic, cultural and ethnic backgrounds
- Intrepid traveler-Africa, Asia, Europe, Caribbean, Central America and the United States

Senior Property Loss Specialist III, Liberty Mutual Group, Lake Mary, FL
December 2005 to November 2013

Became proficient in writing Property Damage estimates using Xactimate, while taking First Notice of Losses, investigating coverage, settling and paying claims in all 50 states.

Senior Claim Specialist, Explorer Insurance Company, Lake Mary, FL
September 2000 to January 2005

Investigation of coverage issues and serious losses arising from Personal Automobile claims. This includes all aspects of the claim process including PIP, Property Damage, Bodily Injury and Litigation.

- Created and taught a training seminar, "A History of Insurance & Litigation"
- Mentored less senior adjusters

American Multi-Line Corporation (Insurance Overload Staffing Systems)
September 2004-October 2005

11 month assignment at First Protective Insurance Company located in Lake Mary, FL where I reviewed, adjusted and paid 2004 Hurricane claims throughout the state of Florida.

Additionally, I coordinated the assignment of independent adjuster to appear on behalf of First Protective for state mandated Homeowner's Mediation. I also made appearances at the local Orlando location.

North American Risk Services, Maitland, FL

April 1998 to September 2000

As a Claims Examiner, handled claims in all 50 states. More specifically, I handled losses arising from Taxi and Trucking policies.

Law Offices of James R. Hooper, P. A. Orlando, FL

June 1997 to April 1998

Interviewed prospective clients, evaluated, prepared and interpreted legal documents. Monitored medical treatment of clients and created settlement packages as well negotiated settlements and generated revenue.

- Created settlement packages that generated \$100,000.00 or more in revenue.

Continental Staffing, Jacksonville, FL

April 1997-June 1997

Two month assignment at Madison Claims Services in Casselberry, FL where I reviewed and interpreted claim files and auto applications for possible coverage issues.

CNA Insurance Company, Risk Management Group, Orlando, Florida

September 1995-April 1997

Designated Adjuster for multi-million dollar companies such as Hughes Supply, Motorola, Inc., and Leggett and Platt.

- Initiated process whereby Hughes Supply's preferred vendor for repair of their vehicles, East-West body shop would fax estimates to my attention for quicker turn around and less down time between accident, repair and reimbursement.

General Accident Insurance Company, Maitland, Florida

January 1995-September 1995

Designated adjuster for Sheraton Hotels and Wendy's Inc., All aspects of claim handling under Business Owner's, Garage keepers, and General Liability and Automobile policies.

Claim Net, Irvine, CA

July 1994-January 1995

Assignment at Allstate Insurance Company where I handled lightning, water and theft claims.

State Farm Insurance Company, Willow Grove, PA

March 1985-June 1994

Initial investigations, scoping and preparation of estimates.

- Completed Vale National Program of Estimatics
- Participant in Special Disaster Program- handled hail, flood and hurricane losses in Texas, Colorado, Illinois and Louisiana.

Temple University School of Law
Philadelphia, PA
Juris Doctor, 1983

University of Ghana Law School
Legon, Ghana (West Africa)
Summer 1981

Trinity College
Hartford, CT
B. A. Political Science & Intercultural Studies, 1979

Springside School
Philadelphia, PA
College Preparatory 1975
First ABC (A Better Chance) Scholarship recipient

Dispute Management, Inc, 40 hour civil mediation training completed December 14,
2003 in Orlando Florida

Florida Dispute Resolution Center certification as Mediator and Arbitrator on August 25,
2005

Interests include Photography, Yoga, Meditation, Batik and Travel

CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

(please print)

1. NAME: Michael A. Bley HOME PHONE: 407-330-0425
2. HOME ADDRESS: 765 Silversmith Circle Lake Mary, FL 32746
E-MAIL ADDRESS: MBley78@Gmail.com
3. BUSINESS: Michael@LTCAdvisors.net BUSINESS PHONE: 407-949-6722
4. BUSINESS ADDRESS: LTC Advisors, One Senior Place, 715 Douglas Ave. Alt. Spgs
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: BS/BA Marquette Univ. MS Colorado State. Current Long Term Care Planner, exp. with disabled and elderly
6. ARE YOU A REGISTERED VOTER? YES NO
7. ARE YOU A RESIDENT OF THE CITY? YES NO
8. DO YOU OWN PROPERTY IN THE CITY? YES NO
9. DO YOU HOLD A PUBLIC OFFICE? YES NO
10. ARE YOU EMPLOYED BY THE CITY? YES NO
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EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES NO
(IF YES, PLEASE PROVIDE INFORMATION—USE SEPARATE SHEET. **NOTE: DUI'S
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WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.

14. What qualifications would you bring to this Board(s) if appointed? Experience with disabled (son w/ autism)
and elderly care (mom had stroke, dad alzheimers). Current long term care planning advisor to
seniors. Over 30 years experience in business with expertise in negotiation, planning, presentation

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SIGNATURE: Michael A Bley

DATE: August 14th, 2014

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August 14, 2014

Dear Ms. Barr,

I am delighted to recommend Mike Bley to serve on the Lake Mary Elder Affairs Committee. He is a credit to our agency and takes his responsibilities to the elder community very seriously.

Our Agency will support him to the fullest extent and we welcome you to our office here at One Senior Place. Mike will do a wonderful job for you as he cares deeply for his community in Lake Mary and is an active supporter of activities around the area.

Please feel free to use him and LTC Advisors, Inc as a resource.

Teresa Risner MBA CLTC LTCP



One Senior Place,
715 Douglas Avenue,
Altamonte Springs
FL 32714
407-949-6722 Tel
407-920-3911 Cell

RECEIVED

CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

(please print)

13 2014

CITY CLERK'S OFFICE

1. NAME: Jane E. Dennon HOME PHONE: (407) 321-8206
2. HOME ADDRESS: 531 Cidermill Place
3. E-MAIL ADDRESS: jdennon@bellsouth.net
4. BUSINESS: _____ BUSINESS PHONE: _____
5. BUSINESS ADDRESS: _____
6. BRIEF RESUME OF EDUCATION AND EXPERIENCE: High School - Admin. assistant at Del-Air for 18 yrs until retirement
7. ARE YOU A REGISTERED VOTER? YES NO _____
8. ARE YOU A RESIDENT OF THE CITY? YES _____ NO
9. DO YOU OWN PROPERTY IN THE CITY? YES _____ NO
10. DO YOU HOLD A PUBLIC OFFICE? YES _____ NO
11. ARE YOU EMPLOYED BY THE CITY? YES _____ NO
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- *REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.**

14. What qualifications would you bring to this Board(s) if appointed? Caring for my 95 year old mother has made me aware of elder needs. I have become an elder advocate in dealing with hospitals, rehabs, & assisted care

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SIGNATURE: Jane E. Dennon
DATE: 8/18/14

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CITY MANAGER'S REPORT

DATE: October 2, 2014

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Update - Seminole County SunRail Quiet Zone Study

BACKGROUND: As you will recall, on August 21, 2014, Mr. Tim Dietrich, of Quiet Zone Consulting made a presentation to the City Commission regarding the quiet zone study for the City's three SunRail crossings. Mr. Dietrich stated that the improvements required at the City's crossings are classified as supplemental safety measures (SSM) which in turn would enable the City to create its own quiet zone. In addition, he indicated that there are also alternative safety measures (ASM) that under certain circumstances, limits a quiet zone. Once a quiet zone is established with SSM improvements it cannot be cancelled.

Mr. Brett Blackadar, Seminole County Engineer, also addressed the City Commission. Mr. Blackadar said that Seminole County had also contracted with Mr. Dietrich to study the SunRail crossings for the remainder of the County, with the goal being to establish a quiet zone for the entire county. Mr. Blackadar urged the City to join the County in this endeavor. He stated that Seminole County also planned to submit an application for the FDOT grant to fund a portion of the costs for the infrastructure improvements associated with the quiet zone. The City Commission directed City staff to coordinate with Seminole County regarding the implementation of the quiet zone and the FDOT grant.

As of September 23, 2014, the County has received a preliminary report of the Seminole County Quiet Zone Study, which encompassed a total of 28 SunRail

crossings. The preliminary report shows that a quiet zone may be established for the entire county, using only SSM improvements.

In light of the fact that only SSM improvements are required to establish a countywide SunRail crossing quiet zone, there does not appear to be a downside to participating with Seminole County regarding a countywide quiet zone and the associated FDOT grant application. The final report is expected to be submitted to the County on October 3rd.

DISPOSITION: It is staff's recommendation to proceed with the countywide quiet zone and the FDOT grant application.

ATTACHMENT:

- Seminole County SunRail Quiet Zone Preliminary Results

SEMINOLE COUNTY

STREET	CROSSING NUMBER	TRAFFIC EQUNT	RISK W/ NO SSMS	SSM	ADDED SAFETY MEASURES	CDST	RISK W/ SSW	IMPACT
SANFORD								
ORANGE BLVD	621328U	16269	152,369.24	13	172' of "F" curb	\$ 7,912.00	26,287.54	126081.7
McCRACKEN ROAD	622055F	3060	30,454.73	13	none	\$ -	7,835.03	22619.7
18TH STREET	622056M	1616	45,277.95	2	close		-	45277.95
SOUTHWEST ROAD	622057U	3529	43,145.63	0		\$ -		
COUNTRY CLUB ROAD	622059H	2143	36,684.37	0		\$ -		
W. 25TH STREET	622060C	18650	68,703.63	12 OR 13	200' of "F" curb	\$ 9,200.00	13,740.73	54962.9
AIRPORT BLVD	622061J	15497	57,048.57	0		\$ -		
LAKE MARY								
EGRETS LANDING	915133W	1703	45,794.88	0*		\$ -		
PEDIGO POINT	622063X	55	private	0*		\$ -		
PALMETTO STREET	622064E	2864	47,897.29	0		\$ -		
LAKE MARY BLVD	622065L	26737	65,127.22	13	200' of "F" curb	\$ 9,200.00	13,025.44	52101.78
SOUTH COUNTRY CLUB ROAD	622066T	12068	49,106.06	12	180' kwik curb	\$ 7,500.00	12,276.52	36829.54
LONGMONT								
N. CR 427	622067A	24151	183,231.00	0		\$ -		
GEORGIA AVENUE	622068G	2268	43,668.77	0		\$ -		
E. ORANGE AVENUE	622069N	876	35,452.60	0		\$ -		
PALMETTO STREET	622070H	799	32,883.49	0		\$ -		
E. CHURCH AVENUE	622071P	2735	43,015.12	0		\$ -		
RONALD REAGAN BLVD	622072W	26993	166,379.69	13	200' of "F" curb	\$ 9,200.00	31,673.81	134705.88
W. SR 434	622073D	38532	71,789.84	12	100 ballards	\$ 3,500.00	19,031.41	52758.43
NORTH STREET	622074K	15260	53,655.29	12 OR 13	move drive, 160' "F" curb	\$ 7,360.00	10,731.06	42934.23
ALTAMONTE SPRINGS								
RONALD REAGON BLVD	622075S	16247	123,928.76	13	200' of "F" curb	\$ 9,200.00	26,282.70	97646.06
PLUMOSA AVENUE	622076Y	2590	40,482.16	0		\$ -		
MERRIT STREET	622077F	1549	44,863.27	0		\$ -		
LEONARD STREET	622078M	692	35,091.69	14	convert to one-way		5,096.17	29995.52
ALTAMONTE DRIVE	622080N	45495	81,660.53	13	Station St to one-way		16,332.11	65328.42
MAGNOLIA DRIVE	643806D	88	17,126.57	0		\$ -		
BALLARD STREET	622081V	3260	39,687.38	0		\$ -		
O'BRIEN STREET	622082C	4786	42,872.26	0*		\$ -		
						\$ 63,072.00		
					signage for 28 x-ings	\$ 16,800.00		
					TOTAL	\$ 79,872.00		