



**TOWN COMMISSION MEETING AGENDA
TOWN OF LADY LAKE, FLORIDA
FEBRUARY 18, 2026**

Commission Chambers
409 Fennell Blvd., Lady Lake, FL 32159
6:00 PM

PROCEDURE

If you wish to address the Town Commission on any item on the agenda or comment on something not on the agenda you must fill out a Speaker Card and turn it in to the Town Clerk before the agenda item. Speakers will be limited to three minutes. Persons interested in speaking on an item not on the agenda may be heard under “PUBLIC COMMENTS.” Citizen groups are asked to name a spokesperson. Upon being recognized, please approach the dais, state your name and address, and speak clearly into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and silence your electronic devices.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION** Led by Reverend Dr. Kyle Hite – North Lake Presbyterian Church
- 4. PLEDGE OF ALLEGIANCE**
- 5. CONSENT - (PUBLIC COMMENT TAKEN)**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one Motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.

- a. Town Clerk** — Approval of the Special Conceptual Workshop Minutes — February 2, 2026
 - b. Town Clerk** — Approval of the Town Commission Meeting Minutes — February 2, 2026
- 6. NEW BUSINESS – (PUBLIC COMMENT TAKEN)**
 - a. Parks & Recreation Department** — Consideration of Approval to Host the Annual

Tree Raffle and Invest \$10k of Donated Tree Funds to Finance the Project. (Mike Burske)

- b. Parks and Recreation Department** — Consideration of Approval to Contract with Nidy Sports Construction to Reconstruct the Tennis Court and Pickleball Courts into Six Pickleball Courts, Eliminate Tennis at the Guava Street Athletic Complex Courts, and Resurface the Basketball and Handball Courts at the Complex. (Mike Burske)

7. MAYOR AND COMMISSIONER’S REPORTS

8. TOWN MANAGER’S REPORT

9. TOWN ATTORNEY’S REPORT

10. PUBLIC COMMENTS

This section is reserved for members of the public to bring up concerns or comments on any matter. The time limit for such comments is (3) minutes and only those members of the public who submitted a request to speak to the Clerk in writing on the Town’s approved form will be permitted to speak. Please be courteous and respectful of the views of others. Personal attacks on the Town Commission, Town Staff, or members of the public are not allowed.

11. ADJOURN

NOTICES: Pursuant to Section 286.0105, Florida Statutes, If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he/she may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) One or more members of any other Town Board or Committee may be in attendance at this meeting but will not be conducting business.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability needing a special accommodation to participate in the Town Commission meeting should contact the Town Clerk's Office, 409 Fennel Boulevard, Lady Lake, FL 32159, Telephone: (352)751-1501, Email: krosado@ladylake.org not later than 48 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 7-1-1 or for a telecommunications device contact (352) 751-1565.

Please contact the Town Clerk’s Office with any questions at 352-751-1501. This meeting is being conducted in a handicapped accessible location. Any handicapped person requiring special accommodation or an interpreter for the hearing or visually impaired should contact the Clerk's Office at least two days prior to the meeting. To access a Telecommunication Device for Deaf Persons (TDD), please call 352-751- 1565.

1 **DRAFT MINUTES OF THE SPECIAL CONCEPTUAL WORKSHOP**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **February 2, 2026**

4 The Special Conceptual Workshop of the Lady Lake Town Commission was held in the
5 Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with
6 Mayor Freeman presiding. The meeting convened at 5:30 p.m.

7 **CALL TO ORDER**

8 **ROLL CALL**

Commissioner (Ward)	Present
Regan (Four)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

9 **STAFF PRESENT**

10 Bill Lawrence, Town Manager; Kathy Rosado, Town Clerk; Thad Carroll, Growth Management
11 Director; Becky Higgins, Senior Planner; C.T. Eagle, Public Works Director; and Carol Osborne,
12 Deputy Town Clerk.

13 Town Attorney Derek Schroth was also in attendance.

14 **A. NEW BUSINESS**

15 **1. Growth Management — Consideration of Landscaping and Commercial Design Waivers**
16 **for Rooms to Go — New Major Site Plan MJSP 10/25-001 — Proposing a 41,800 square**
17 **foot Retail Furniture Store, 196 parking spaces, and landscaping, on 5.5 acres zoned**
18 **Planned Unit Development (PUD), located at the Intersection of County Road 25 and**
19 **North Highway 27/441, within the Town Limits of Lady Lake, Florida. (Becky Higgins)**

20 Senior Planner Becky Higgins presented this agenda item stating that the applicant is Robert
21 Robb, PE, on behalf of the owner, SRK 43 Lady Lake Associates, LLC.

22 Ms. Higgins stated the applicant is requesting five waivers and she presented them
23 individually.

24 **Chapter 10, Section 10-3).b).B).1).a).** — A waiver may be requested for the required canopy
25 trees under the overhead power lines.

1 Ms. Higgins stated that there are overhead power lines along Hwy 27/441, and similar waivers
2 in this area have been granted in the past. Ms. Higgins presented the full landscaping plan,
3 along with the list of the different plantings for this project.

4 **Chapter 20, Section 20-3C).3).A).** — New buildings should adopt one of the four architectural
5 styles recommended in the Town of Lady Lake Commercial Design Guidelines Manual: Frame
6 Vernacular, Craftsman/Bungalow, Mediterranean, or Mission.

7 Ms. Higgins stated that businesses do their best to comply with the Town’s design styles,
8 while displaying their brand image on the building.

9 Ms. Higgins stated that the applicant has incorporated portions of each of the four styles for
10 this building design. The vertical masses, prominent architectural features, materials, and
11 colors present in the design are complementary with the recently approved new construction
12 adjacent to the site, as well as with the existing architecture types in Lady Lake Commons and
13 Lady Lake Crossing.

14 Frame Vernacular Style — a long, rectangular form and minimal ornamentation.

15 Craftsman/Bungalow Style — textured split face masonry and horizontal banding.

16 Mediterranean Style — curved parapet, stone veneer, and a color palette of beiges and
17 earth tones.

18 Mission Style — parapet design, smooth cladding, and stone base.

19 **Chapter 20, Section 20-3C).4).C).** — Façades shall not exceed twenty horizontal feet, and ten
20 vertical feet, without including a minimum of three of the following elements:

21 1. A change in plane, such as an offset, reveal or projecting rib. Such plane projections or
22 recesses shall have a depth of no less than six (6) inches (columns, planters, arches, voids, etc.
23 are examples).

24 2. Architectural details such as raised bands and cornices.

25 3. Awnings.

26 4. Arcades.

27 5. Changes in compatible colors.

28 6. Changes in compatible materials.

29 7. Changes in texture consistent with the style.

30 8. Doors.

31 9. Windows, storefront window or display cases.

32 Ms. Higgins stated that Rooms to Go uses glass curtainwalls as part of their design, and there
33 are large spaces that lack one of the architectural elements. The proposed changes are not

1 within the 20 feet that is required by town code. However, they have architectural cornices,
2 awnings, changes in color and compatible materials throughout the other façades to split up
3 that masonry.

4 **Chapter 20, Section 20-3C).6).D).** — Walls that are predominantly mirrored glass or glass
5 curtain walls are prohibited.

6 Ms. Higgins stated that this is a major design of Rooms to Go buildings. The applicant is
7 requesting this waiver as the national standard and prototype for their showrooms. The glass
8 will not be colored, per the requirement. She stated that town code allows a reflective glass
9 rating of 15%, and the applicant states their project's reflective glass rating is approximately
10 11%. The curtainwall is recessed approximately 2-inches from the face of the main building
11 wall with a masonry sill below and cornice above.

12 **Chapter 20, Section 20-3C).10).N).** — Parking areas should be located behind the building
13 façade.

14 Ms. Higgins stated that this is another waiver that is frequently requested with commercial
15 projects. When Chapter 20 was adopted (approximately 2007), the officials at that time
16 preferred to have the buildings closer to the highway, with parking in the back. The current
17 preference is to have parking in front or on all sides.

18 Ms. Higgins stated the developer, Marty Dellebovi, is present, as is the representative from
19 Rooms to Go, Will Martin.

20 Commissioner Roberts inquired where the handicap parking spaces are located.

21 Ms. Higgins presented a sketch map and indicated that there are six handicapped parking
22 spaces at the front of the building.

23 Commissioner Roberts inquired if the door at the rear of the building is accessible to
24 customers or the employees' entrance.

25 Ms. Higgins stated that it is the employees' entrance.

26 Mayor Freeman noted that this project has a lot of parking spaces. He stated that many
27 shopping areas currently have a lot of empty parking spaces.

28 Ms. Higgins stated that town's Land Development Regulations require certain parking ratios
29 and the Institute of Transportation Engineers have parking ratios for different business types
30 as well.

31 Marty Dellebovi, Benchmark Group, Amherst, NY

1 Mr. Dellebovi stated that the parking in the plan is designed to meet town code requirements.
2 He concurred that there are too many parking spaces and stated he is willing to amend the
3 plan. He stated the town code stipulates five spaces per 1,000 square feet, and the plan must
4 conform to the town code.

5 Commissioner Sage inquired if the number of parking space requirements relates to the
6 square footage of commercial establishments.

7 Ms. Higgins stated that the number of parking spaces is based on square footage and the type
8 of business. She stated that the parking matrix in Chapter 7 of town code categorizes
9 commercial establishments and the required parking spaces.

10 Commissioner Regan stated he that he is in favor of reducing the parking spaces for this
11 project.

12 Mayor Freeman inquired if there was any further discussion. Hearing none he asked if there
13 were any comments from the public.

14 A gentleman stated from the audience that he agrees with the commission to reduce the
15 parking spaces.

16 Commissioner Roberts stated that she is in favor of more handicapped parking spaces in the
17 front of the building, and less parking in the rear of the building.

18 Mr. Dellebovi stated that to eliminate an overabundance of parking in the front of the
19 building, the site was designed closer to the highway with handicapped parking in the front
20 and majority of parking behind the building. He stated these compromises can be done
21 within the code even though it does not conform precisely to the code. All retailers want
22 parking spaces in front of their building.

23 Mr. Dellebovi stated that the Rooms to Go is strategically located at the end of the entire
24 plaza. He stated that there is access behind these buildings from the east expansion of Lady
25 Lake Crossing to the Village Crossroads plaza at Rolling Acres Road.

26 Commissioner Sage inquired if a waiver is required to reduce the parking spaces.

27 Ms. Higgins stated a variance is required and would be processed administratively for parking
28 reductions of 10% or less. Parking reductions of more than 10% require a variance approval
29 from the town commission.

30 Mr. Dellebovi stated that every establishment must self-park or it is a violation of the REA and
31 he would be in default of the lease with several retailers.

32 ***It is the consensus of the Commission to approve the Commercial Design and Landscaping***
33 ***waivers' requests for the Rooms to Go New Major Site Plan MJSP 10/25-001.***

1 **ADJOURN**

2 There being no further business to discuss, the meeting adjourned at 5:52 p.m.

3 _____

4 Kathleen Rosado, Town Clerk

5 _____

6 Ed Freeman, Mayor

1 **DRAFT MINUTES OF THE TOWN COMMISSION MEETING**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **February 2, 2026**

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

7 **1. CALL TO ORDER**

8 **2. ROLL CALL**

Commissioner (Ward)	Present
Regan (Four)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

9 **STAFF PRESENT**

10 Bill Lawrence, Town Manager; Kathy Rosado, Town Clerk; Thad Carroll, Growth Management
11 Director; Becky Higgins, Senior Planner; Lady Lake Police Chief Steve Hunt; Lady Lake Deputy
12 Police Chief Jason Brough; C.T. Eagle, Public Works Director; Joella LeDonne, Finance
13 Director; Lori Crain, Senior Code Enforcement Officer; Tamika DeLee, Human Resources
14 Director; and Carol Osborne, Deputy Town Clerk.

15 **3. INVOCATION**

16 Led by Pastor Keith Johnson – Chapel of Christian Faith

17 Before delivering the invocation, Pastor Johnson expressed condolences to the
18 Commissioners, Town staff, and the residents of Ward 2 for the passing of Commissioner
19 John Gourlie.

20 **4. PLEDGE OF ALLEGIANCE**

21 **PROCLAMATION – Black History Month**

22 The proclamation was read aloud by Mayor Ed Freeman.

23 **5. CONSENT**

- 24 **a. Town Clerk** — Approval of the Town Commission Meeting Minutes — January 5, 2026

1 **b. Town Clerk** — Approval of the Town Commission Workshop Minutes — January 21,
2 2026

3 **c. Growth Management** — Consideration of Approval of the First Amendment to the
4 Proportionate Share Mitigation Agreement between the School Board of Lake County,
5 Florida, the Town of Lady Lake, and Linden Street Development, LLC, for the Lady
6 Lake Luxury Apartments. (Thad Carroll)

7 **d. Town Clerk** — Reappointment of Three Planning and Zoning Advisory Board Members.
8 (Kathy Rosado)

9 Commissioner Roberts pulled item d, regarding the reappointment of the Planning and
10 Zoning Board members. She inquired if these positions were advertised.

11 Town Clerk Kathy Rosado explained that current board members are asked if they would like
12 to be reappointed. Applications for boards are on the town’s website.

13 **Upon a motion by Commissioner Roberts and seconded by Commissioner Sage, the**
14 **Commission approved the Consent Agenda as presented. Motion carried 4-0.**

15 **6. NEW BUSINESS — (Public Comment Taken)**

16 **a. Code Enforcement** — Consideration of Reduction of a Lien for Code Enforcement Case
17 Number 20-7631, in the amount of \$41,550 for the Property Located at 218 Skyline Drive.
18 Violation: Town of Lady Lake Code of Ordinances Section 7-27, Certain Conditions,
19 Accumulations Deemed Public Nuisance; 7-46, Storage of Junk, etc., Prohibited. (Lori
20 Crain)

21 Senior Code Enforcement Officer Lori Crain stated that Code Enforcement Case 20-7631 was
22 opened on August 5, 2020, when the officer observed high grass, junk, brush pile, and two
23 unlicensed, possibly inoperable vehicles on the property. The property owner at the time,
24 Jeremiah Francisco, did not bring the property into compliance by the date set, and the case
25 was presented to the Special Magistrate on December 17, 2020. An \$87 administrative fee was
26 imposed, and a daily fine of \$25 commenced on January 22, 2021.

27 The Order of Fine hearing occurred on March 23, 2021, during which time, the Special
28 Magistrate executed the fine and included the administrative fees and recording fees to be
29 recorded as a lien against the property and the property owner. The \$25 daily fine would
30 continue to accrue until complete compliance is obtained. The lien was recorded in Lake
31 County on May 4, 2021, in official record books.

1 CE Officer Crain stated that on August 12, 2025, the property was observed to be in
2 compliance with all violations, and the daily fine ceased to accrue. The total accrued fine is
3 \$41,550, and the administrative and recording fees totaled \$201.

4 CE Officer Crain stated that she spoke with the current property owner, Ms. Dolores Francisco,
5 on October 29, 2025. She stated that after the lien was recorded in late 2021, Mr. and Mrs.
6 Francisco were divorced. CE Officer Crain explained the process of requesting a lien reduction
7 to Ms. Francisco. Ms. Fransico paid the outstanding administrative and recording fees on this
8 day, and submitted a written request to reduce the lien.

9 CE Officer Crain stated the property is currently assessed at \$64,350. The lien reduction
10 request was presented to the Special Magistrate on January 22, 2026. Magistrate Bills
11 accepted the staff recommendation and entered an Order to reduce the lien of \$41, 550 to
12 \$5,000 per the Town of Lady Lake Land Development Regulations Chapter 1, Section 83(h)
13 and 83(h)(5)(a):

14 *The Town Commission may reduce liens to \$5,000 or 25% of the appraised value of the*
15 *property, whichever is less.*

16 CE Officer Crain stated that 25% of the appraised value of this property is \$16,087. She
17 reiterated that the property is in complete compliance and has been maintained in good
18 appearance and condition since August 2025.

19 CE Officer Crain stated that the goal of the Code Enforcement process is to obtain voluntary
20 and cooperative compliance and not financially penalize property owners.

21 Commissioner Roberts stated that this property was out of compliance for a long time and
22 inquired if it is typical with some of those properties.

23 CE Officer Crain stated that there have been properties out of compliance for a much longer
24 period of time. The new owner of this property was determined to clean up the property.

25 Commissioner Roberts inquired if Code Enforcement monitors properties regularly to ensure
26 they are in compliance.

27 CE Officer Crain replied affirmatively.

28 Town Manager Bill Lawrence commended Senior Code Enforcement Officer Crain and Code
29 Enforcement Officer Denise Williams for their efforts with the Skyline area. He expressed his
30 appreciation and stated there has been a dramatic cleanup in this area over the past three
31 years.

1 Mayor Freeman concurred, adding that Commissioner Gourlie was instrumental in addressing
2 this area and helped to improve it. He stated that he sees the improvements the property
3 owners have made when he drives through this area.

4 Commissioner Sage inquired if the town has the legal authority to hire a contractor to clean
5 up a property for less than \$5,000.

6 Officer Crain stated that the town had an abatement program in the past where the property
7 value was assessed at 10% interest and applied as a lien. She stated that the town does not
8 have the funds or the staff to reimplement this program, yet it had been discussed in the
9 recent past. She added that advertising for bids and hiring a private contractor is too
10 expensive.

11 **Upon a motion by Commissioner Roberts and seconded by Commissioner Regan, the**
12 **Commission approved the lien reduction from \$41,550 to \$5,000 for Code Enforcement**
13 **Case 20-7631.**

14 **Motion passed by a vote of 4-0.**

15 **7. MAYOR AND COMMISSIONER'S REPORT**

16 Commissioner Sage stated with the information presented at the Commission Workshop held
17 on January 21, he asked Chat GPT what issues were currently in the state legislature. He
18 stated that he received a complete breakdown of the House resolution bills that had been
19 passed, in the running, or were likely to be considered.

20 Commissioner Roberts stated that she and Mayor Freeman were in Tallahassee for Legislative
21 Action Days. She stated that they had meetings with Senator Truenow and Representative
22 Nan Cobb, and sat in on many other meetings. She stated that in a meeting with Senator
23 Truenow, he stated that "he's more of a fee guy than a property tax guy". Alternatively,
24 Representative Nan Cobb seemed more sympathetic, having served in the Justice Council or
25 commission. She stated that Rep. Cobb understands the impact this will have on local
26 municipal government.

27 Commissioner Roberts noted that many committee reports lack detail, the comments were
28 vague, there were several requests for further clarification and yet, they were given a positive
29 vote. She stated that some lobbyists conveyed to her that there is a lot of money available
30 with various Bills and they do not want to upset anyone this early in the session. She stated
31 that Representative Cobb's opinion is that something will happen. However, at this stage
32 there were at least eight Bills in the House and none of them seemed to be the frontrunner.

1 Commissioner Roberts stated that she made many connections with other commissioners.
2 They discussed various avenues where the Town could look to generate revenue should this
3 law pass.

4 Mayor Freeman clarified that Representative Nan Cobb is not in favor of all these tax
5 adjustments. He stated that a representative with the Florida League of Cities attended the
6 Florida League of Mayors meeting and advised that there are three House Joint Resolution
7 Bills for consideration:

8 HJR 203 - would eliminate homestead property taxes over 10 years.

9 HJR 209 – would reduce homestead for people who are over 60 years old.

10 HJR 213 – is tied to the reduction if the property owner has homeowner insurance.

11 Mayor Freeman stated that there were several suggestions on how to recover the loss of
12 property taxes. He stated that many towns will not survive if there are no property taxes, and
13 it would then become the responsibility of the respective county to provide for those areas.
14 He stated that counties will lose property taxes as well. There would be significantly less
15 money to maintain roads and rights-of-way, and public safety services would be eliminated in
16 many areas.

17 Commissioner Regan asked if the governor has an alternate plan to make up for the deficits.

18 Mayor Freeman replied negatively.

19 Commissioner Regan stated that he has read that the state anticipates a deficit within the
20 next two years, and now the governor wants to cut property taxes.

21 Mayor Freeman stated that the governor has stated that he does not want any new taxes.

22 **8. TOWN MANAGER’S REPORT**

23 Town Manager Bill Lawrence stated that the Town of Lady Lake is in good financial shape
24 currently, and the department managers have presented plans for alternative sources of
25 revenue. He stated that property taxes account for 25% of the town’s general fund.

26 Mr. Lawrence stated that the 11th annual Mock Commission Meeting was held Thursday,
27 January 29, in conjunction with the American Legion Auxiliary Unit 347 and the Villages
28 Charter School Civics Classes. He expressed his appreciation to the mayor and the
29 department managers who helped the students throughout the day. This event allows the
30 students to learn how local government works. They participated in two mock commission
31 meetings and toured the police department.

1 Mr. Lawrence stated that the Lady Lake Library Open House will be Monday, February 23 at
2 9:30AM.

3 Meet the Mayor at the Lady Lake Farmer's Market on Tuesday, February 3, beginning at
4 11:00AM.

5 Mr. Lawrence stated the presentation of the police department's new building is scheduled
6 for Wednesday, February 18 at 4:30 PM. (Staffing and Space Needs Study; Stockton Reeves,
7 Center for Public Safety)

8 Town Clerk Kathy Rosado announced there will be a special election on March 24, 2026, to
9 fulfill the unexpired term left vacant by the passing of Ward 2 Commissioner John Gourlie.
10 There will be a notice in the newspaper (Feb. 9), and the qualifying dates are forthcoming.
11 The special election will cost approximately \$30,000.

12 Commissioner Sage inquired if the candidate must adhere to the same regulations as in a
13 regular election.

14 Ms. Rosado replied affirmatively.

15 Mayor Freeman added that the candidate must be a resident of Ward 2.

16 Ms. Rosado clarified further that the candidate must be a resident of Lady Lake residing in
17 Ward 2 for a minimum of one year.

18 Commissioner Roberts inquired if the town's regulations specify a special election is held this
19 quickly after a vacancy, and the procedure if there are no applications.

20 Town Attorney Derek Schroth stated that the special election process is in the Town Charter.
21 He stated that the town would be in violation of the charter if there are no applications, albeit
22 not at our doing. Another special election would be scheduled.

23 Commissioner Sage verified with Ms. Rosado that if just one application is received, the town
24 is not required to hold a special election.

25 **9. TOWN ATTORNEY'S REPORT**

26 Town Attorney Derek Schroth expressed his condolences for Commissioner Gourlie and his
27 family. He stated that he enjoyed working with him.

28 Mr. Schroth stated that at a previous commission meeting the Mayor inquired if the town has
29 the authority to regulate open burning in regard to when land is cleared by developers. He
30 advised that there is no prohibition on the town from instituting regulations that stop or
31 prohibit all burning of debris, garbage, lawn trimmings, trees, etc. He stated that he
32 contacted the Division of Forestry for the State of Florida who provided specific language for

1 this regulation that would outline specific authorizations from Department of Environmental
2 Protection and the Forestry Service, should they grant authority for burns. There are no
3 authorities currently.

4 **10. PUBLIC COMMENTS**

5 Dr. Reverend Paul Harsh, First Baptist Church of Lady Lake

6 Reverend Harsh offered his condolences to the Town Commission regarding the unexpected
7 passing of Commissioner John Gourlie.

8 James Oldham, 817 Bolivar Street

9 Mr. Oldham expressed his appreciation to the Commissioners for their dedication to the Town
10 of Lady Lake.

11 Mary Jane Klocke, 817 Bolivar Street

12 Ms. Klocke expressed her support for the Pride Month Proclamation.

13 **11. ADJOURN**

14 There being no further business to discuss, the meeting adjourned at 6:35 p.m.

15 _____
16 Kathleen Rosado, Town Clerk

17 _____
18 Ed Freeman, Mayor



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Parks & Recreation Department — Consideration of Approval to Host the Annual Tree Raffle and Invest \$10k of Donated Tree Funds to Finance the Project. (Mike Burske)

AGENDA ITEM ID

2026-32

DEPARTMENT

Parks & Recreation

SUMMARY

The Lady Lake Parks and Recreation Department would like to once again host a tree raffle for *Town of Lady Lake residents*. The raffle allows town residents to enter and win a \$200 gift card to Fairfield Farm Nursery. The nursery has been a good partner for the Town as they have electronic gift certificates, a great selection, and planting services if needed by the winner. Last year, it was the desire of the Commission to increase the amount from \$5k to \$10k, and it is the assumption of the Parks and Recreation Department that the Commission would like to continue at this amount. (Mike Burske)

STAFF RECOMMENDATION

Staff Recommends Approval

FISCAL IMPACT

\$10,000

FUNDING SOURCE

Tree and Beautification Line Item



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Parks and Recreation Department — Consideration of Approval to Contract with Nidy Sports Construction to Reconstruct the Tennis Court and Pickleball Courts into Six Pickleball Courts, Eliminate Tennis at the Guava Street Athletic Complex Courts, and Resurface the Basketball and Handball Courts at the Complex. (Mike Burske)

AGENDA ITEM ID

2026-33

DEPARTMENT

Parks & Recreation

SUMMARY

Parks and Recreation Department - The tennis and pickleball courts at the Guava Street Athletic Complex are in need of resurfacing. This project will involve removing the existing courts and repaving the surface rather than simply repainting. During the last resurfacing, two pickleball courts were added. Since then, those courts have seen heavy use, while the remaining tennis court has largely gone unused. On many occasions, players have resorted to playing modified pickleball on the tennis court when the pickleball courts were full. Based on this consistent usage pattern, the complex will be converted to six dedicated pickleball courts, and the tennis court will be eliminated.

Ralph Jones, the Town's pickleball professional, has been heavily involved in the redesign and development of the proposed court layout. The project will utilize the National Cooperative Purchasing Alliance (NCPA) contract. Once approved, staff will coordinate the project timeline, including the start and completion dates.

STAFF RECOMMENDATION

Approval

FISCAL IMPACT

\$171,225

FUNDING SOURCE

Parks and Recreation Budget



General Information

Proposal Submitted To

Contact Name: Mike Burske
Account Name: Town of Lady Lake
Bill To: 409 Fennell Blvd.
Lady Lake, FL, 32159

Location

Project Name: Guava Street Pickleball Courts
Project Address: 107 3rd Street
Lady Lake, FL 32159
US

Email: mburske@ladylake.org

Created Date: February 5, 2026
Created By: Chris Tappan

Pricing

Reconstruct Six (6) Pickleball Courts Total Amount: \$171,225.00

Site Terms

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days.

Scope of Work

- Mobilization & Layout.
- Demo and remove existing asphalt courts and equipment.
- Remove and dispose of existing court fencing.
- Topdress limerock base (assuming no more than 1"); laser grade and compact.
- Pave 1 1/2" of SP 9.5 RAP Asphalt on court. Approximate Paved Area: 105' x 118'
- Furnish and install six (6) new sets of black pickleball posts and nets complete with concrete footings.
- Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- Apply two (2) coats of Color Coating over the entire surface of the court:
- Inbounds Color: Dark Blue
- Outbounds Color: Dark Green
- Paint regulation pickleball court markings with light blue line paint.
- Furnish and install approximately 446 LF of 8' high black powder-coated perimeter fencing complete with four (4) gates.
- Furnish and install approximately 341 LF of 4' high black powder-coated divider fencing between courts complete with four (4) gates.
- Resurface basketball court with one (1) coat of acrylic resurfacer and two (2) coats of color coating AND restripe handball court area.

EXCLUSIONS: Survey, site prep, suitable site access, permits, mass importation of clean fill, testing, erosion control, sodding, tree & landscape removal, curb, trench drains, irrigation, divider fencing, relocation of utilities, shade structures, sidewalks, benches, court lighting, or conduit.

Notes:

- It is recommended owner should spray insects and vegetation on or around courts two weeks prior to work commencement.
- Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- Owner to provide suitable access for equipment, water, and electric as required.
- Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
- Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

It should be noted that as your court ages, it will develop cracks. Cracks develop in courts for various reasons with the most common being:

- Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- Changes in subsurface stability reflecting through the court surface.

Nidy does NOT provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

Warranties/Exclusions:

Color Coating is warranted against any excessive fading for a period of one (1) year from application. Surface is warranted against peeling and flaking for a period of one (1) year from application. Problems from normal wear, vandalism, and improper care are excluded.

Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

Acceptance

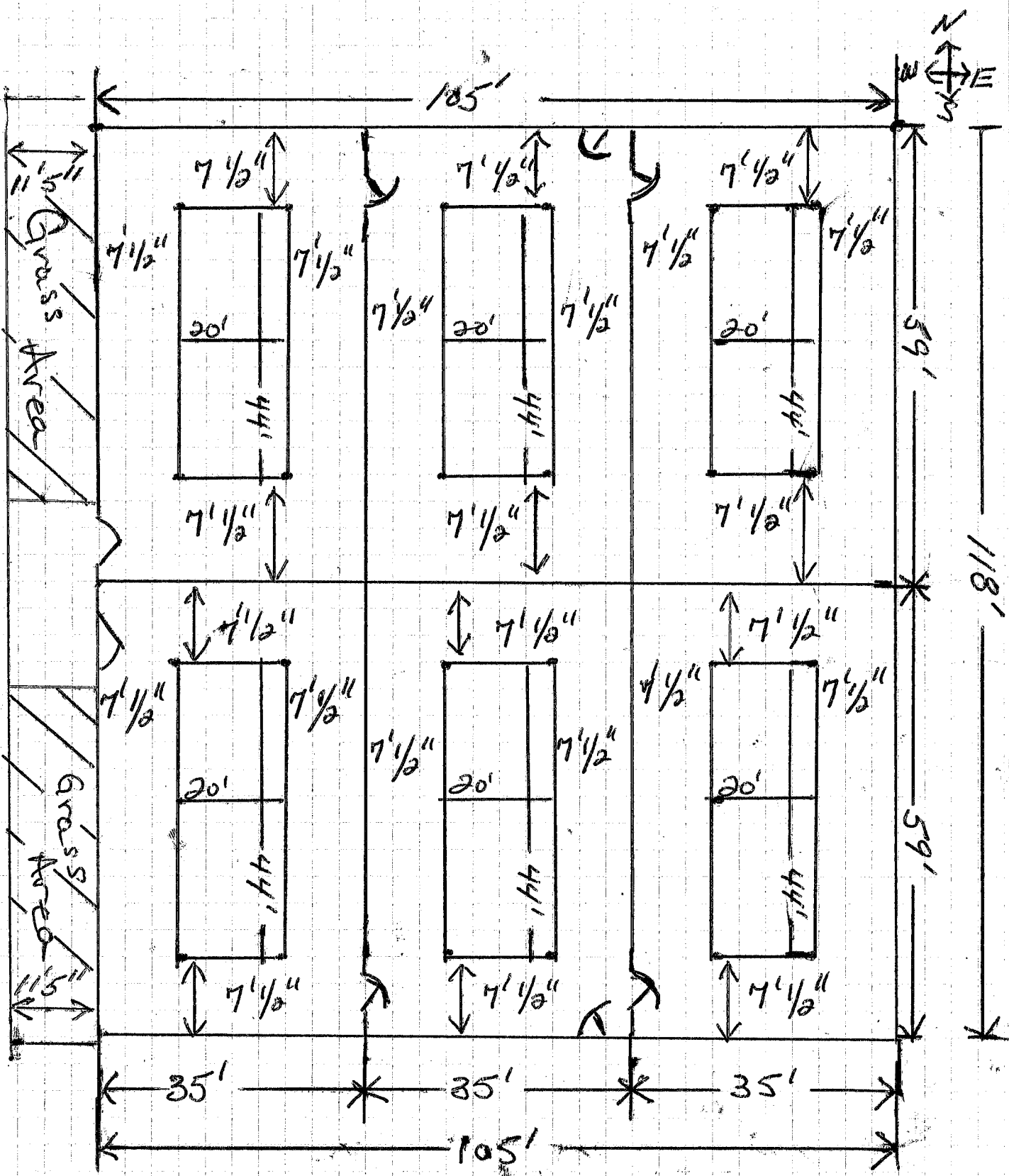
Work performed in addition to the specifications listed above require additional charges. Upon acceptance, please sign and return one copy. **ACCEPTANCE:** The above specifications, conditions, and price(s) are acceptable. I authorize Nidy to do the work as specified.

Date Of Acceptance: _____ Acceptance Signature: _____

Approved amount including Please indicate selected
accepted Option(s): \$ _____ Option(s): _____

Parking

Area



Current Fencing Measurements
 6 Pickleball Courts

Page # 2



May 1, 2023

NCPA has determined that the use of a RFP for Athletic Surfacing and Asphalt Maintenance will benefit our members more than the use of an Invitation for Bid (IFB).

Region 14 ESC contracts are eligible to be used by over 90,000 agencies nationwide from both the public and nonprofit sectors. These include, but are not limited to School Districts (including K-12, Charter schools, and Private K-12), Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools), Cities, Counties, and any Local Government, State Agencies, Healthcare Organizations, Church/Religious, Nonprofit Corporations throughout the country. The use of an RFP will allow vendors to decrease submitted pricing if needed based on quantity and size of projects, as well as the ability to negotiate supplemental agreements. Each purchase made through this contract will be customized to the needs of the purchasing agency. In addition, competitive sealed bidding does not allow the ability to compare offers and determine the best value for our wide range of members.

Therefore, it is our opinion that a RFP, rather than an IFB, is more advantageous to our members.

Sincerely,

Sarah Vavra

1	Master Agreement / Signature Form
2	NCPA Administration Agreement
3	Vendor Questionnaire
4	Vendor Profile
5	Products and Services / Scope
6	References
7	Pricing
8	Value Added Products and Services
9	Required Documents
10	

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services



TAB 2

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Nidy Sports Construction, Co. Inc.
Vendor Name

Sarah Vavra
Name

Zach Stevenson
Name

Sr. Vice President, Public Sector Contracting
Title

President
Title

5001 Aspen Grove
Address

751 General Hutchison Parkway
Address

Franklin, TN 37067
Address

Longwood, FL 32750
Address

Sarah Vavra
Signature

[Signature]
Signature

May 1, 2023
Date

3/23/2023
Date

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

All 50 States & District of Columbia

(Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input checked="" type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input checked="" type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input checked="" type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input checked="" type="checkbox"/> Ohio	<input checked="" type="checkbox"/> West Virginia
<input checked="" type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input checked="" type="checkbox"/> Pennsylvania	

All U.S. Territories and Outlying Areas

(Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of LONGWOOD,
State of FLORIDA.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct
- Certified education/government reseller
- Authorized Distributor
- Manufacturer marketing through reseller
- Value-added reseller
- Other: _____

Processing Contact Information

Contact Person Chris Tappan
Title Sales Professional
Company Nidy Sports Construction Co. Inc.
Address 751 General Hutchinson Parkway
City/State/Zip Longwood FL 32750
Phone 407-330-9464
Email ctappan@nidysportscompany.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.



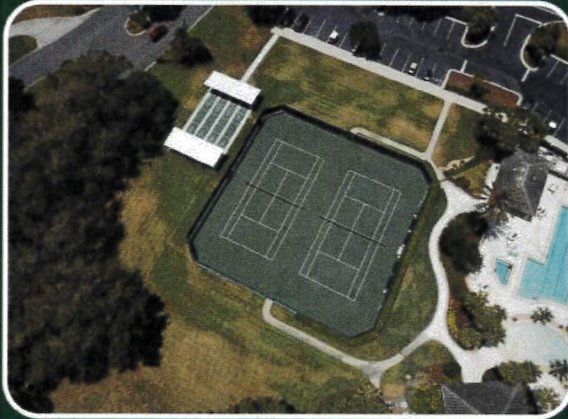
TAB 4

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
[We diligently use environmentally friendly products when applicable.](#)
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
[See Attached Equal Opportunity Statement](#)
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
[See Attached](#)



We Proudly Self Perform

Site Work, Paving,
Turf Installation,
Athletic Coatings &
Sports Equipment
Statewide Service



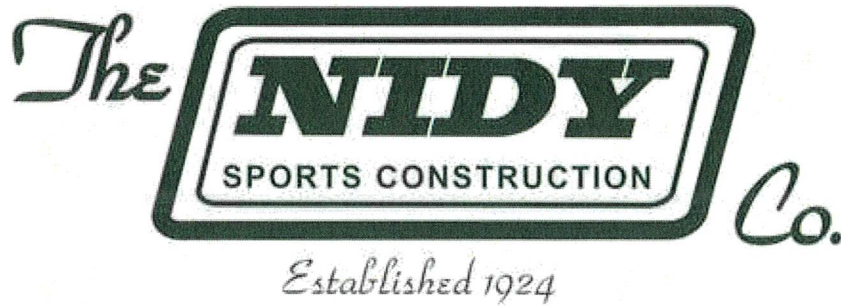
Courts By Nidy Sports.



LONGWOOD, FL

(800) 226-6439

www.nidysports.com



Name of Firm	Nidy Sports Construction
Tax ID	26-1284761
Company Type	Corporation
Corporate Office	751 General Hutchison Pkwy Longwood, FL 32750
	Phone: (407) 330-9466 Fax: (407) 330-9343
Website	https://nidy-sports.thevascogroup.com
License	Certified Building Contractor CBC 1261000
Affiliations	Associated Builders & Contractors (ABC Central Florida Chapter)
	American Sports Builders Association

Company Contacts

Christopher Tappan, Sales & Preconstruction Manager
321-377-7593 | ctappan@nidycompany.com

Jonathan Papp, Sales & Marketing Manager
407-205-3778 | jpapp@nidycompany.com

Zach Stevenson, President
407-450-3881 | zstevenson@nidycompany.com

Equal Opportunity Statement

5

Nidy Sports Construction is an equal opportunity employer and does not discriminate against any employee or applicant because of race, color, religion, age, sex, national origin, military, veteran status, disability, or in any other manner that violates the law.

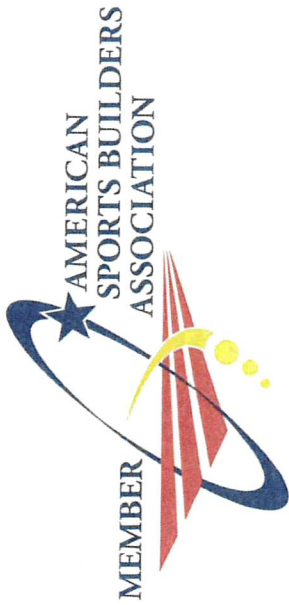
All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all Company sponsored activities, will be administered so as to further the principle of equal employment opportunity.

Title 1 of the Americans with Disabilities Act (ADA) prohibits discrimination in any terms of conditions of employment for qualified individuals with a disability.

Nidy Sports Construction will adhere to State regulations as to accommodating employees who speak languages other than English. We will attempt to provide coaching, translation, and general support to those employees who need language assistance while working at Nidy Sports Construction.

All employees are expected to comply with this Equal Employment Opportunity Policy. Any individual who believes or suspects that he or she is being treated in violation of this EEO policy must immediately contact his or her Supervisor or any member of Management so that an investigation can immediately occur. Nidy Sports Construction will neither condone nor tolerate any act of discrimination and/or any violation of this EEO policy. Similarly, there is zero tolerance for any act of retaliation against an individual who makes a complaint under this policy or aides in any investigation of such a complaint.

Any employee found to have violated this policy in any manner will be subject to disciplinary action up to and including discharge.



Certificate of Membership

This is to certify that

The Nidy Sports Construction Company, Inc.
Is a Member of the Builder Division
of the

American Sports Builders Association

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.



The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.

Chairman

Secretary



Prescribed by:

The Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1380 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

CLIENT RECEIVED
 2007 OCT 11 PM 3:23

SECRETARY OF STATE

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	<input type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
-----------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation THE NIDY SPORTS CONSTRUCTION COMPANY, INC.

SECOND: Location MASSILLON STARK
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

To provide goods and services related to excavation, paving, and the construction and maintenance of sports related facilities and surfaces, as well as all reasonable purposes related thereto for which corporations may be formed under ORC 1701.01 to 1701.98

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

1,500	Common	None
<small>(No. of Shares)</small>	<small>(Type)</small>	<small>(Par Value)</small>

(Refer to instructions if needed)

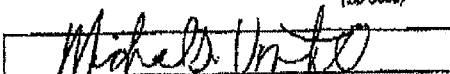
Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of The Nidy Sports Construction Company, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

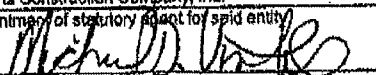
Michael D. Vinton
(Name)
4270 Starlite Street SE
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Massillon, Ohio 44645
(City) (Zip Code)

Must be authenticated by an authorized representative	 <small>Authorized Representative</small> MICHAEL D. VINTON	<u>OCT. 11, 2007</u> <small>Date</small>
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>Authorized Representative</small>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>Date</small>
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>Authorized Representative</small>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>Date</small>

ACCEPTANCE OF APPOINTMENT

The Undersigned, Michael D. Vinton, named herein as the
 Statutory agent for, The Nidy Sports Construction Company, Inc.
 hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: 
(Statutory Agent)
MICHAEL D. VINTON



TAB 5

Construction Services

Athletic Construction & Repairs

- Project Design & Permitting
- Complete Drainage Systems
- Site Prep
- Milling & Demolition
- Asphalt Paving
- Concrete Curbs & Flatwork
- Fencing
- Athletic Equipment
- Court Coating Systems
- Rubberized Court Coating Systems
- Rubberized Track Surfacing
- Synthetic Turf Field Construction & Installation
- Court Crack Repair Systems

Asphalt Paving & Repairs

- Concrete Driveways & Sidewalks
- Concrete Curbs
- Seal Coating
- Asphalt Patch Repair
- Cement Stabilization
- Speed Hump Installation
- Asphalt Milling & Overlays
- Asphalt Chip Seal
- Parking Lot Striping
- Bollard/Light Pole Installation
- Signage Installation
- Catch Basin Replacement/Repairs



REFERENCES

University of North Florida

Ervin Lewis, Assistant Director of Facilities
Jacksonville, FL
904-252-9511
E.Lewis@unf.edu
2019-2023

Resurface existing tennis courts,
Reconstruct running track, surface running
tracks, construct new synthetic turf fields
\$2,000 to \$1,600,000 projects

City of Winter Park

Mike McCosker, Assistant Director of Parks
& Recreation
Winter Park, FL
407-599-3623
mmccosker@cityofwinterpark.org
2019-2023

Resurface existing tennis courts, construct
new pickleball and tennis courts, reconstruct
running track, surface running tracks,
construct new synthetic turf fields
\$5,000 to \$1,700,000 projects

City of Jacksonville Beach

Jason Phitides, Director of Parks &
Recreation
Jacksonville Beach, FL
904-349-4457
jphitides@jaxbchfl.net
2019-2022

Resurface existing tennis courts,
Reconstruct tennis and basketball courts,
construct new synthetic turf field
\$15,000 to \$1,000,000 projects

Brevard Public Schools

Christopher Payne, Project Manager
Viera, FL
321-604-8041
Payne.Christopher@brevardschools.org
2021-2023

Resurface existing tennis and basketball
courts, reconstruct basketball courts,
reconstruct running tracks
\$3,000 to \$500,000 projects



TAB 7



VALUE ADDED SERVICES

We have included several additional line items into our pricing in Tab 7 that reflects additional services required with our customers and/or are commonly asked for during preliminary conversations.

Ancillary equipment packages primarily for field and track construction projects have been included as they need to be installed during the construction of the facility rather than afterwards like most equipment (hurdles, mats, etc.).

We have included specific striping packages as well as sports like pickleball are becoming much more popular and public facilities are now either trying to convert existing tennis facilities to pickleball or make their courts multi-use to cater to both tennis and pickleball courts.

Another big service that is becoming a large part of our business to meet a growing demand is our track and field maintenance and cleaning. We are contracted to clean all 22 high school tracks within Orange County Public Schools annually as there is specific equipment that must be used on rubberized track surfaces that does not damage it or void the warranty. We have included that maintenance portion into our pricing as school districts and municipalities are looking to protect and extend the life span of their large capital expenditures.

Lastly, design services is another service we can offer to customers to assist in both the pre-planning, actual design, and permitting of a large project so customers can be best informed on spacing, layout, and drainage concerns from the beginning of the project to both expedite the overall timeline from project inception to completion and help provide tighter budgeting from the get-go.

TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- o No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name THE NIDY SPORTS CONSTRUCTION CO. INC.

Address 751 GENERAL HUTCHISON PARKWAY

City/State/Zip LONGWOOD, FL 32750

Telephone Number 407-330-9466

Fax Number 407-330-9343

Email Address ZSTEVENSON@NIDYCOMPANY.COM

Printed Name ZACH STEVENSON

Title PRESIDENT

Authorized Signature 