## REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

**DATE:** **Monday, March 16, 2015**
**TIME:** **6:00 p.m.**
**PLACE:** **Town Hall Commission Chambers**
**409 Fennell Blvd., Lady Lake, Florida**

**ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING**

## AGENDA*

**A. CALL TO ORDER:** Mayor Ruth Kussard

**B. PROCEDURAL:** *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

**C. PLEDGE OF ALLEGIANCE:** Mayor Ruth Kussard

**D. INVOCATION[1]:** Rev. Michael Smith, North Lake Presbyterian Church

**E. ROLL CALL**

**F. PUBLIC COMMENTS[2]**

**G. PRESENTATION:**

1. Presentation of a Check Donation from the Lady Lake Kiwanis for the Sponsorship of the 2015 Lady Lake Easter Egg Hunt (Bud Brown/Mike Burske)

2. Presentation of Award from the Arbor Day Foundation to the Town of Lady Lake for Its 10 Year Designation as a Tree City USA

**H. CONSENT[3]:**

3. Minutes – March 2, 2015 – Regular Commission Meeting

4. Consideration of the Water and Sewer Agreement for the Village Veranda at Lady Lake Major Site Plan – MJSP 10/14-002 – A Facility Proposed to be Developed in

Three Phases Including Three Outparcels with a Total of 22,000 Sq. Ft. of Commercial Space and a Proposed Multi-Story Building with 90 Assisted Living Units and 40 Memory Care Facility Units – Located at South Hwy 27/441, North of the Too Your Health Spa (V) Project (Thad Carroll)

5. Consideration of the Water, Sewer, and Reuse Agreement for the Lady Lake Crossing and Outparcel - MSJP 01/15-003 – A Development Proposing 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development – To be Located on the Outparcel between Tire Kingdom and McDonald's at the SW Corner of US Hwy 27/441 & Fennell Blvd. (Thad Carroll)

6. Consideration of Approval to Continue the Lease Agreement with the Lady Lake Chamber of Commerce for the Log Cabin (Mike Burske)

**I. OLD BUSINESS:**

**J. NEW BUSINESS:**

7. Consideration of Approval to Tile the Exterior Front (Guava Street) Entrance of the Lady Lake Library – To be Funded by the Friends of the Library (Marsha Brinson)

8. Consideration of Approval to Accept and Sign the Local Agency Program Supplement Agreement from F.D.O.T. District 5 for the Design Phase of the Rolling Acres Sidewalk Project Phase II Funded Through the Safe Routes to School Grant (Mike Burske)

9. Consideration of Approval for the Town to Accept and Sign the Amended Contract with Connelly & Wicker Inc. for Design Phase II of the Rolling Acres Sidewalk Project Funded Through the Safe Routes to School Grant (Mike Burske)

10. Approval to Submit a Letter to the Florida Department of Transportation to Allow for the Application of a Building Permit for Bus Shelter #10 on Highway 27/441 Near the Kohl's Department Store in the Lady Lake Crossing Shopping Center (Thad Carroll)

11. Consideration of the Proposal from Mittauer & Associates, Inc. to Perform Design Permitting and Construction Administration Services Related to the WWTP Aeration Improvements Identified within the Town's 2014 Wastewater & Reuse System Master Plan (C.T. Eagle)

**K. TOWN ATTORNEY'S REPORT:**

12. Resolution No. 2015-101 – First/Final Reading – Authorizing the Mayor to Sign the FDOT LAP Supplemental Agreements for Project # 433200-1-38-01 in Support of the Safe Routes to School Project (Mike Burske)

13. Ordinance No. 2015-01 – Second/Final Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (Thad Carroll)

14. Ordinance No. 2015-03 – Second/Final Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount (Thad Carroll)

## L. TOWN MANAGER'S REPORT:

15. Consideration of Three Appointments/Reappointments to the Planning & Zoning Board (Kris Kollgaard)

## M. MAYOR/COMMISSIONER'S REPORT:

## N. PUBLIC COMMENTS[4]

## O. ADJOURN

***Back up for agenda items is available on the Town's website at www.ladylake.org or contact the Town Clerk at (352) 751-1571.**

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact the Clerk's Office at least two (2) days prior to the meeting and an interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD), please call (352) 751-1565. Any handicapped person requiring special accommodations at this meeting should contact the Clerk's Office at least two (2) days prior to the meeting.

Advice to the Public: If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105)

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

NS/Word/Town Clerk/Agendas - Commission Meeting – 03-16-2015

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[1] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[2] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[3] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[4] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

G-1

# There Is No

# Packet Item

# For Item G-1

G-2

# There Is No

# Packet Item

# For Item G-2

H-3

# MINUTES OF THE REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION LADY LAKE, FLORIDA March 2, 2015

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

**A. CALL TO ORDER:** Mayor Ruth Kussard

**B. PROCEDURAL:** *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

**C. PLEDGE OF ALLEGIANCE:** Led by Joe Quinn.

**D. INVOCATION**[i]**:** Rev. Daniel Burgess, Lady Lake Wesleyan Methodist Church

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

**ABSENT:** Paul Hannan, Commissioner Ward 4

**STAFF MEMBERS PRESENT:** Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Chief Chris McKinstry, Lt. Robert Tempesta, and Jan Miller, Assistant to the Chief, Police Department; Wendy Then, Town Planner; Jeannine Michaud, Finance Director; Aaron Graulau, Code Enforcement Officer; and Nancy Slaton, Deputy Town Clerk

**F. PUBLIC COMMENTS**[ii]

Mayor Kussard asked if anyone in the audience would like to speak on any item.

- Fred Briggs, President of The Villages Homeowners Association, introduced himself and invited all of the Commissioners to attend their awards ceremony on March 11, 2015 at 7 p.m. at Lake Miona Recreation Center. He stated one of the recipients of their service award this year is the Lady Lake Police Department for their efforts in patrolling Spanish Springs and for their support of The Villages Homeowners Association monthly golf cart clinic.

- Judy Glasel of 1121 Ricardo commented that she is against the Citizens Drive-Through project at the location they are proposing due primarily to the parking. She stated although she feels the drive-through is needed, she thinks another location would be better.

DRAFT

Growth Management Director Thad Carroll introduced the Town's new Code Enforcement Officer, Aaron Graulau. He stated Mr. Graulau worked most recently at the City of Apopka and has 13 years of code enforcement experience in a variety of municipalities.

The Commissioners welcomed Mr. Graulau.

## G. PROCLAMATION:

### 1. Proclaiming the Month of March 2015 as Irish American Heritage Month (Mayor Ruth Kussard/Pat Kennedy of the Villages Hibernians)

Mayor Ruth Kussard read the proclamation proclaiming the month of March 2015 as Irish American Heritage Month.

## H. ANNOUNCEMENTS:

### 2. Lt. Rob Tempesta – Graduation from the Southern Police Institute (Chris McKinstry)

Police Chief Chris McKinstry announced that Lt. Robert Tempesta has successfully graduated from the Southern Police Institute at the top of his class. He stated this is a 400 hour educational program for law enforcement mid to upper level management.

The Commissioners and Town Manager congratulated Lt. Tempesta, and Ms. Kollgaard commented that this is a very difficult 10 week course and that they are very proud of him.

### 3. Chief Chris McKinstry – Graduation from the Florida Police Chiefs Association STARS Program 2015 New Chiefs Seminar (Kris Kollgaard)

Town Manager Kris Kollgaard announced that Chief Chris McKinstry has successfully graduated from the Florida Police Chiefs Association STARS Program 2015 New Chiefs Seminar. She stated that this program covers many issues that may or may not have been experienced or handled in the course of a police chief's job. Ms. Kollgaard stated the police department is on a good path due to Chief McKinstry's leadership and his goal of accreditation.

The Commissioners and Town Manager congratulated Chief McKinstry and stated they were proud of him and the police department.

## I. CONSENT[iii]:

### 4. Minutes – February 18, 2015 – Special Commission (Conceptual) Meeting
– February 18, 2015 – Commission Meeting (Special)

### 5. Consideration to Authorize the Town Manager to Submit the Revised Wastewater Treatment Plant Reservation and Bulk Treatment Agreement to the City of Fruitland Park for Review and Consideration (C.T. Eagle)

The background summary for this agenda item is on file in the Town Clerk's office. It states that staff has been coordinating with the City of Fruitland Park staff for the possible implementation of a wastewater collection system interconnection between the two municipalities. The revised agreement (included in the packet) stipulates the terms and conditions discussed with City of Fruitland Park staff after their initial review. The revised agreement will again be reviewed by the

City of Fruitland Park and will be brought back to the Town Commission prior to execution of the agreement. The Town Attorney has reviewed and approved the attached agreement. Revisions from the original agreement are noted and Attachment "A" has no monetary changes; it is only broken down into 10,000 gallon increments instead of 100,000 gallon increments as was previously presented.

***Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved Consent Items #I-4 and #I-5, by a vote of 4 to 0.***

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

**K. NEW BUSINESS:**

**6. <u>Consideration of Approval for the Citizen's First Bank Drive-Through Facility Major Site Plan Re-Application – MJSP 01/15-004 – A Development Consisting of a 330 Sq. Ft. Financial Institution Building with the Provision of a Two-Lane Service Drive-Through Facility – Located at 1105 Caballero Court (within The Villages Downtown Center in Spanish Springs) (Thad Carroll)</u>**

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages Operating Company, has re-submitted a Major Site Plan application for the construction of a new Citizen's First Bank Drive-Through Facility to be located at 1105 Caballero Court, within The Villages Downtown Center in Spanish Springs, identified by alternate key number 3840565. He stated that the applicant proposes the construction of a 330 sq. ft. financial institution building with the provision of a two-lane service drive-through facility. The site plan was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs) including parking, setbacks, landscaping, engineering, environmental protection and commercial design standards.

The subject property is approximately .30+/- acres and is located within The Villages Center Planned Commercial Master Plan, also referenced as Spanish Springs. The property is zoned "CP" Planned Commercial which permits development and construction of the proposed facility and is in accordance with the Memorandum of Agreement adopted by the Village Center and the Tri-County Villages Development of Regional Impact (DRI). The requested use is consistent with the directives of the Comprehensive Plan and adopted Land Development Regulations.

Mr. Carroll reviewed the site plans which were submitted by Jeffrey Allen Head, Professional Engineer with Farner Barley and Associates, Inc. He commented that the first submission of this project included three drive-through lanes, but the plans were changed to two lanes. Also, the revised plan now utilizes the existing parking lot entrance off of Caballero Court, 200 +/- feet from the intersection of Calle Uno. He stated three parking spaces will be removed to accommodate the entrance from the parking lot of the new drive-through facility, and the matrix included in the packet shows a surplus of parking in the downtown area for the commercial businesses.

The Landscaping and irrigation plans were prepared and certified by Suzanne M. Stancil, Registered Landscape Architect with Michael Pape & Associates, P.A. For the proposed three-story Spanish Mediterranean building, the architectural exterior elevations were drawn by KP Studio Architect P.A. The applicant has complied with requirements pursuant to the Land Development Regulations (LDRs) for site plans, including Chapter 7-Site Plan Development Regulations, Chapter 10–Landscaping & Tree Protection, Chapter 14-Water, Reuse Water, and Sewer Standard Specifications, and Chapter 20-Commercial Design Standards of the LDRs.

Reviews were completed for the Town of Lady Lake by Town staff, Neel-Schaffer Engineering, and The Villages Fire Department for compliance with the Florida Fire Prevention Code. The following reviews were included in the packet:

a. Town Engineer comments for the site plan dated February 18, 2015 (Satisfied).
b. Fire Review comments dated January 22, 2015 (Satisfied).
c. Waste Management comments dated January 27, 2015 (Satisfied).
d. Lady Lake Building Official comments dated January 26, 2015 (Satisfied).
e. Lake-Sumter MPO comments dated January 27, 2015 (Satisfied )
f. Lady Lake Public Works comments dated August 4, 2014 (Satisfied).
g. St. John's River Water Management District Letter Modification No. 4-069-19152-27 (Satisfied).

Mr. Carroll reported that the plans meet the Commercial Design Standards and the site plan and façade elevations for the Citizen's First Bank Drive-Through Facility were included in the packet. In accordance with the Land Development Regulations, Chapter 20, Section 20-3C).3).A)., new buildings should adopt one of the four recommended architectural styles: Frame Vernacular, Craftsman/Bungalow, Mediterranean, or Mission. The Citizen's First Bank Drive-Through Facility building features the *Mission Architectural Style* design. The building exhibits:

- ✓ Shaped Mission Roof Parapet
- ✓ Drive-through facility supported by large square piers
- ✓ Symmetrical Façade
- ✓ Spanish Tile Roof
- ✓ Stucco Finish on Building Exterior Walls
- ✓ Mission Style Sconce (light fixtures) on facades
- ✓ Wide overhanging eaves
- ✓ Mission-style doors and faux windows

Mr. Carroll noted that no variances are being requested with this application. Drawings of the elevation and photos of the property at present were shown.

Tree Requirements: In accordance with Chapter 10-Landscape and Tree Protection, the site is required to provide 48 tree caliper inches based on its .30-acre area (160"x .30). The landscaping tree proposal breakdown is as follows:

| | |
|---|---|
| Existing trees to remain | 48 tree caliper inches |
| Proposed canopy | 44 tree caliper inches |
| Proposed understory & palms | 102 tree caliper inches |
| Total tree caliper inches | 194 tree caliper inches |

Mr. Carroll noted that the applicant is providing significantly more than the required on-site tree caliper inches and that three oak trees measuring 35", 26", and 20" respectively will be removed; however, the applicant will be preserving an existing 40" historic oak tree on the subject parcel.

Mr. Carroll stated that the Technical Review Committee members individually reviewed the application on Thursday, February 5, 2014, and provided all outstanding final comments regarding the Site Plan application February 18, 2015. He noted that the Planning and Zoning Board does not review Site Plan applications.

DRAFT

Mr. Carroll stated that the application was presented at the Special Town Commission conceptual workshop meeting on February 18, 2015, at which time it was recommended that the project move forward by a 3-1 vote. He stated that the plan has not changed since that time and staff recommends approval of the site plan. Mr. Carroll stated that Martin Dzuro and the site engineer are present if there are any questions.

There were no questions.

***Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved the Citizen's First Bank Drive-Through Facility Major Site Plan Re-Application – MJSP 01/15-004 – A Development Consisting of a 330 Sq. Ft. Financial Institution Building with the Provision of a Two-Lane Service Drive-Through Facility – Located at 1105 Caballero Court (within The Villages Downtown Center in Spanish Springs), with no waivers or variances, by a vote of 3 to 1 (Kussard).***

**7. Consideration of Approval for the Village Veranda at Lady Lake Major Site Plan – MJSP 10/14-002 – A Facility Proposed to be Developed in Three Phases Including Three Outparcels with a total of 22,000 Sq. Ft. of Commercial Space and a Proposed Multi-Story Building with 90 Assisted Living Units and 40 Memory Care Facility Units – Located at South Hwy 27/441, North of the Too Your Health Spa (V) Project (Thad Carroll)**

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on October 20, 2014, applicant Gregory A. Beliveau with LPG Urban & Regional Planners, on behalf of Village Veranda at Lady Lake, LLC, submitted an application for a Major Site Plan proposing a facility including three outparcels with office and clinic space and a proposed multi-story building for an assisted living and memory care facility, to be erected along South Hwy 27/441, and identified by Alternate Key #1699100. The site plan was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs) including parking, setbacks, landscaping, engineering, environmental protection and commercial design standards.

Mr. Carroll reported that the subject area reviewed is approximately 8.22 +/- acres and is located just north of the Too Your Health Spa (V) project, approximately 260 lineal feet north of the intersection of Hartsock Sawmill Road and South Highway 27/441. He stated the property is zoned "CP" (Planned Commercial), which permits development and construction of the proposed improvements in accordance with the adopted CP Memorandum of Agreement of Ordinance No. 2013-06. The requested uses are consistent with the directives of the Comprehensive Plan, adopted Land Development Regulations, and Ordinance No. 2013-06.

Site plans have been submitted by Kenneth Randal Wicks, Professional Engineer with Wicks Engineering Services, Inc. Mr. Carroll reviewed the drawings of the site plan and elevations and stated that the project is proposed to be constructed in three phases.

The Landscaping and irrigation plans have been prepared and certified by L.R. Huffstetler III, Registered Landscape Architect with LPG Urban & Regional Planners, Inc. For the proposed three-story Frame Vernacular building, the architectural exterior elevations were drawn by Song & Associates. The applicant has complied with requirements pursuant to the Land Development Regulations (LDRs) for site plans, including Chapter 7-Site Plan Development Regulations, Chapter 10–Landscaping & Tree Protection, Chapter 14-Water, Reuse Water, and Sewer Standard Specifications, and Chapter 20-Commercial Design Standards of the LDRs. Reviews were completed for the Town of Lady Lake by Town staff, Neel-Schaffer Engineering, and Fire Inspector

Kerry Barnett for compliance with the Florida Fire Prevention Code. The following reviews were included in the packet:

a. Town Engineer comments for the site plan dated February 18, 2015 (Satisfied).
b. Fire Review comments dated February 17, 2015 (Satisfied).
c. Waste Management comments dated January 13, 2015 (Satisfied).
d. Lady Lake Building Official comments dated February 19, 2015 (Satisfied).
e. Lake-Sumter MPO comments dated February 6, 2015 (Satisfied )
f. Lady Lake Public Works comments dated January 28, 2015 (Satisfied).
g. Florida Department of Transportation comments dated February 5, 2015 (Satisfied).

No state permits have been received to date by Town staff; however, in accordance with Florida Statute 166.033. Paragraph 4, these permits may not be a requirement for development approval. The applicant shall provide all required state permits prior to commencing construction. A note will be added to the Development Order accordingly.

Mr. Carroll reported that the design meets the Commercial Design Standards. The site plan and façade elevations for the Village Veranda at Lady Lake Facility were included in the packet. In accordance with the Land Development Regulations, Chapter 20, Section 20-3C).3).A)., new buildings should adopt one of the four recommended architectural styles: Frame Vernacular, Craftsman/Bungalow, Mediterranean, or Mission. The Village Veranda at Lady Lake facility features the *Frame Vernacular* style design. The building exhibits:

- ✓ Steep Pitched Seam Metal Roof
- ✓ 5-bay pattern along the front of the Elevations
- ✓ Multi-Pane Sash Windows
- ✓ Multi-floor Windows align with first floor windows
- ✓ Wide Overhanging Towers
- ✓ Door Entrance Offset
- ✓ Pastel Family colors for Building Exterior Walls

Mr. Carroll reported that as per Chapter 20, Section 20-3C).6).A)., glass shall be transparent and reflective glass will be defined as having a visible light reflectance rating of 15% or greater, and darkly tinted glass windows include glass with a visible light transmittance rating of 35% or less. He stated the applicant is requesting a waiver from Glass Transparency requirements and the applicant's justification states that due to the fact that this use requires privacy for the residents of the units, and if the proper reflective glass is not provided, this is not achieved. The applicant's building use is for ACLF and ALF and patient care as well, so privacy is very important in what they need to maintain. In short, the glass will be tinted for privacy, energy efficiency, and to control heat gain.

Mr. Carroll showed the landscaping plans for the project. He stated that the applicant is exceeding the tree requirements as in accordance with Chapter 10-Landscape and Tree Protection, the site is required to provide 1315.2 tree caliper inches based on its .8.22-acre area (160"x 8.22). The landscaping tree proposal breakdown is as follows:

| | |
|---|---|
| Existing trees to remain | 1526 tree caliper inches |
| Proposed canopy & understory trees | 542 tree caliper inches |
| Total tree caliper inches | 2068 tree caliper inches |

DRAFT

He noted that the applicant is providing significantly more than the required on-site tree caliper inches, and no historic trees will be removed for this development.

Mr. Carroll reported that the Technical Review Committee members individually reviewed the application on Thursday, February 5, 2014, and provided all final comments regarding the Site Plan application on February 19, 2015. He noted that the Planning and Zoning Board does not review Site Plan applications. Mr. Carroll stated that the application was presented at the Special Town Commission conceptual workshop meeting on February 18, 2015, where it was recommended that the project move forward by a 4-0 vote. He stated staff did notice that one calculation between the building's square footage and the total in the notes was off, but that the square footage depicted on the site plan was correct at 22,000 sq. ft.

Mr. Carroll reported that there is also a concurrent administrative variance being reviewed by the Town Manager, but it will not come before the Commission. He stated that Greg Beliveau and the project engineer are present if there are any questions.

***Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved the Village Veranda at Lady Lake Major Site Plan – MJSP 10/14-002 – A Facility Proposed to be Developed in Three Phases Including Three Outparcels with a total of 22,000 Sq. Ft. of Commercial Space and a Proposed Multi-Story Building with 90 Assisted Living Units and 40 Memory Care Facility Units – Located at South Hwy 27/441, North of the Too Your Health Spa (V) Project, to include the requested waiver on the glass transparency, by a vote of 4 to 0.***

**8. <u>Consideration of Approval the for Lady Lake Crossing & Outparcel Major Site Plan – MJSP 01/15-003 – A Development Proposing 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development – Located on the Outparcel Between Tire Kingdom and McDonald's at the SW Corner of US Hwy 27/441 & Fennell Blvd. (Thad Carroll )</u>**

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant is Martin DelleBovi, representing SRK Lady Lake 43 Associates LLC, property owner. He reported that Mr. Dellebovi was unable to attend this evening as his flight was cancelled, and that the applicant has asked him to state that he is ready to execute the contract if this site plan is approved this evening, but is willing to table it if needed.

Mr. Carroll stated the applicant has submitted a Site Plan application proposing approximately 52,000 sq. ft. of retail space to be built into a three-tenant building on the 7±-acre parcel behind the McDonald's Restaurant. For the .65-acre outparcel located in between the McDonald's Restaurant and the Tire Kingdom Shop, the developer proposes a 4,000 sq. ft. retail building. The landscaping and irrigation plans have been drawn by James Dunn Brown, Landscape Architect with Cuhaci & Peterson, dated January 12, 2015.

Drawings of the site, the proposed landscaping, and present and proposed building elevations were shown.

The subject area combined is approximately 7.71 ± acres and is located within the Lady Lake Crossing Plaza. The property is zoned "PUD" (Planned Unit Development), which permits development and construction of the proposed improvements in accordance with adopted CP Memorandum of Agreement Ordinance No. 2006-04. The requested uses are consistent with the directives of the Comprehensive Plan, adopted Land Development Regulations, and Ordinance No. 2006-04.

Site plans have been submitted by Jay R. Jackson, Professional Engineer with Kimley-Horn and Associates, Inc. The Landscaping and irrigation plans have been prepared and certified by Jay Brown, Registered Landscape Architect with Cuhaci & Peterson. For the proposed Mediterranean style retail building, the architectural exterior elevations were drawn by Cuhaci & Peterson. The applicant has complied with requirements pursuant to the Land Development Regulations (LDRs) for site plans, including Chapter 7-Site Plan Development Regulations, Chapter 10–Landscaping & Tree Protection, Chapter 14-Water, Reuse Water, and Sewer Standard Specifications, and Chapter 20-Commercial Design Standards of the LDRs. Reviews were completed for the Town of Lady Lake by Town staff, Neel-Schaffer Engineering, and Fire Inspector Kerry Barnett for compliance with the Florida Fire Prevention Code. The following reviews were included in the packet:

a. Town Engineer comments for the site plan dated February 24, 2015 (Satisfied).
b. Fire Review comments dated February 24, 2015 (Satisfied).
c. Waste Management comments dated February 24, 2015 (Satisfied).
d. Lady Lake Building Official comments dated January 26, 2015 (Satisfied).
e. Lake-Sumter MPO comments dated January 27, 2015 (Satisfied )
f. Lady Lake Public Works comments dated February 19, 2015 (Satisfied).
g. St. Johns River Water Management District Permit Modification No.106359-13.

Mr. Carroll reported that as per Chapter 10, Section 10-3,a).2)., all non-residential properties are required to provide 160 tree caliper inches per acre. The site is required to provide 1233.6 tree caliper inches based upon its 7.71-acre area (160"x 7.71). The landscaping tree proposal breakdown is as follows:

| | | |
|---|---|---|
| Existing trees on site | 0 | tree caliper inches |
| Proposed trees for the site | 990.5 | tree caliper inches |
| Total tree caliper inches | 990.5 | tree caliper inches |

It was noted that no trees removals have been proposed for this project as part of the application as there were no trees currently on site.

He stated that at this time, the applicant is requesting a landscaping waiver from the requirements of Chapter 10, Section 10-3,a).2). in the amount 243.1 tree caliper inches. The applicant's justification stated that aside from this provision, the applicant has met all landscaping requirements as it pertains to landscaping buffers, landscaping around vehicular areas and the base of the buildings. The proposed landscaping complements and is consistent with the existing landscaping on the site. Additionally, the proposed plant material has been positioned to avoid overcrowding of trees which can adversely affect the healthy long-term growth and longevity of the plant material. Lastly, the applicant is receptive to making applicable donations to the tree bank in accordance with the Code.

Mr. Carroll reported that the Special Town Commission conceptual workshop meeting took place on Monday, December 15, 2014, reaching consensus to advance the development plan as presented. He stated the Technical Review Committee members individually reviewed the application and provided all final comments regarding the Site Plan application on February 24, 2015. He noted that the Planning and Zoning Board does not review Site Plan applications. Mr. Carroll stated the application was presented before the Parks, Recreation and Tree Advisory Committee on February 11, 2015, where the members recommended approval of the project by a 4-0 vote.

***Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved the Lady Lake Crossing & Outparcel Major Site Plan – MJSP 01/15-003 –***

DRAFT

***A Development Proposing 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development – Located on the Outparcel Between Tire Kingdom and McDonald's at the SW Corner of US Hwy 27/441 & Fennell Blvd., to include the waiver request for Chapter 10, Section 10-3,a).2). for number of trees required, by a vote of 4 to 0.***

**9. Consideration of the Lady Lake Police Department Hosting the "Spring into Safety" Community Fair in Partnership with The Home Depot on April 18, 2015 (Chris McKinstry)**

Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Clerk's office). He stated that the Lady Lake Police Department is requesting to co-host the "Spring into Safety" Community Fair on Saturday, April 18, 2015 from 10 a.m. until 2 p.m. to heighten crime prevention and enhance safety awareness. Chief McKinstry stated that this event will be held in the parking lot area of The Home Depot, featuring a bicycle safety course, as well as public safety booths and vehicles. He stated that community partners expressing a strong interest in participating at this time include The Villages Public Safety, Lake County Fire Department, Seniors vs. Crime, McDonald's, and local police departments and sheriff's offices. This event will be advertised locally through area businesses and news media.

***Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved the Consideration of the Lady Lake Police Department Co-Hosting the "Spring into Safety" Community Fair in Partnership with the Home Depot on April 18, 2015, by a vote of 4 to 0.***

Town Manager Kris Kollgaard reminded everyone that the Scam Jam Shred-a-Thon will be held on March 14, 2014 from 10 a.m. to 2 p.m. at the Target parking lot.

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

**10. Ordinance No. 2015-01 – First Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (Thad Carroll)**

Derek Schroth, Town Attorney, read the ordinance by title only.

Growth Management Director Thad Carroll reported that the applicants, Michael or Joy Girard, have submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road; addressed as 175 S. Rolling Acres. He stated the property includes approximately 12.65 ± acres (referenced by Alternate Key #3250290) currently in the Town of Lady Lake, and that staff recommends approval.

The subject property is currently operating as a self-storage facility consisting of eight buildings providing 109,700 sq. ft. of storage space. There is now a 1,200 sq. ft. office in addition to the original office building of 3,389 sq. ft. There is also a miniature golf course and batting cages in operation on the property, as well as an existing building of 763 sq. ft. to be converted into a manager's residence.

Mr. Carroll reported that pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance No. 2013-10, to include Motor Vehicle/RV/Boat Storage as a permitted

use. Views of the property and photos showing existing buildings were shown. He reviewed the summary of proposed modifications as follows:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. The building will be approximately 763 sq. ft.

- Phase 2 changes the originally planned 12 mini-storage buildings totaling 41,000 sq. ft.to two proposed Indoor Motor Vehicle/RV/Boat storage buildings totaling 41,400 sq. ft.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed; six mini-storage buildings will not be planned in Phase 3.

- A new total of 152,452 sq. ft. of buildings are planned for the site, with a net reduction of 9,548 sq. ft. from the originally approved development. The originally approved building coverage on site was 162,000 sq. ft.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate materials in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Town Commission.

The Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| Subject Property | Lady Lake – Planned Commercial (CP) |
| **Zoning of Adjacent Properties** | |
| West | Lake County-Agricultural Residential |
| East | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
| North | PFD (Public Facilities District)/ Lake County-Agricultural |
| South | Lady Lake- Planned Unit Development (PUD) |

**Future Land Use**

| | |
|---|---|
| Subject Property | Lady Lake – General Commercial Retail Sales & Services (RET) |
| **Future Land Use of Adjacent Properties** | |
| West | Lake County – Urban Low |
| East | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| North | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| South | Lady Lake – General Commercial Retail Sales & Services (RET) |

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The current Future Land Use Designation of the subject property (12.65 ± acres) is Lady Lake Commercial General – Retail Sales & Services (RET) and is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893. If the amendment to the Memorandum of Agreement is approved, the applicant will have to supply a modified site plan via the major modification to site plan process (applicant is undergoing this process concurrently).

Mr. Carroll reported that notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. He stated that all certified mail receipts have been returned and no comments regarding objection or support of the amendment have been received to date.

Mr. Carroll reported that at the December 15, 2014, Special Commission meeting (Conceptual Workshop), it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented. He stated the application materials were circulated to members of the Technical Review Committee (TRC) on Wednesday, January 28, 2015, and no comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board. Mr. Carroll stated that at the February 9, 2015 meeting of the Planning and Zoning Board, the board voted 5-0 to forward Ordinance No. 2015-01 to the Town Commission with the recommendation of approval, and the Town Commission is scheduled to consider Ordinance No. 2015-01 for second/final reading at their regular meeting to be held on Monday, March 16, 2015, at 6:00 p.m. He stated Mr. Girard and Springstead Engineering are present if there are any questions.

Mayor Kussard asked if there were any questions or comments by the Commissioners or the audience, and hearing none, asked for a motion.

***Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved Ordinance No. 2015-01 – First Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement, as presented, by the following roll call vote:***

| | |
|---|---|
| ***HOLDEN*** | ***YES*** |
| ***VINCENT*** | ***YES*** |
| ***RICHARDS*** | ***YES*** |
| ***KUSSARD*** | ***YES*** |

**11. <u>Ordinance No. 2015-03 – First Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount (Thad Carroll)</u>**

Derek Schroth, Town Attorney, read the ordinance by title only.

Growth Management Director Thad Carroll reported that on December 3, 2014, the Lake County Board of County Commissioners voted to increase the Lake County School Impact Fees to an amount equivalent to 75% of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. At this time, the Town of Lady Lake would also like to increase the Supplemental School Impact Fee Rate, first imposed under Ordinance No. 2005-41, with subsequent amendments thereafter. He stated that this ordinance dates back to 2005 and there have been a few modifications to it since that time based on the Town's history of following the actions of Lake County in this regard.

As per the Impact Fee Study prepared by Henderson Young & Company dated June 7, 2011, the Public School impact fee per dwelling unit was recommended to be $10,292.38 for single family homes; $6,180.99 for multi-family dwellings, and $3,382.01 for mobile homes. Under Lake County Ordinance 2014-72, the County has adopted a rate of collection at 75% of those amounts, thus imposing fees of $7,719 for single-family homes, $4,636 for multi-family dwellings, and $2,537 for mobile home units. Age-restricted communities remain exempt.

Mr. Carroll stated that given that the adopted study has provided justification for collection at rates higher than those imposed by the County, to become effective April 6, 2015, the Town retains the right to collect a fee to supplement the County's impact fee, provided that the sum of the fees collected by both the Town and the County do not exceed the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. He reviewed the rate differentials as follows:

Table 1

| Dwelling Type | Full Rate | County Rate (75%) | Differential |
|---|---|---|---|
| Single Family Homes | $10,292.38 | $7,719 | $2,573.38 |
| Multi-Family | $ 6,180.99 | $4,636 | $1,544.99 |
| Mobile Home | $ 3,382.01 | $2,537 | $ 845.01 |

Provided that the assessment of the impact fees yield differentials as noted above, the collection of the Supplemental School Impact Fees by the Town of Lady Lake would be as follows:

Table 2

| Dwelling Type | Differential | 75% of the Rate Differential |
|---|---|---|
| Single Family Homes | $2,573.38 | $1,930 |
| Multi-Family | $1,544.99 | $1,158 |
| Mobile Home | $ 845.01 | $ 633 |

Florida Statute 163.31801 (3) (d), states that the following shall be adhered to regarding when the fee can be imposed following adoption of the ordinance: (d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

Mr. Carroll reported that staff recommends adopting the Supplemental School Impact Fee rates as proposed in Table 2 above, reflecting a 75% collection of the differential between the County's impact fee assessment, and the recommended rate as established by adopted Impact Fee Study

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prepared by Henderson Young & Company dated June 7, 2011. The Town Commission is scheduled to consider Ordinance No. 2015-03 on second/final reading at their regular meeting to be held on Monday, March 16, 2015 at 6:00 p.m. He stated that if this ordinance is approved on second/final reading, the effective date of collection will begin on July 1, 2015.

Mayor Kussard asked if there were any questions or comments by the Commissioners or the audience, and hearing none, asked for a motion.

***Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved Ordinance No. 2015-03 – First Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount, by the following roll call vote:***

| | |
|---|---|
| ***HOLDEN*** | ***YES*** |
| ***VINCENT*** | ***YES*** |
| ***RICHARDS*** | ***YES*** |
| ***KUSSARD*** | ***YES*** |

## M. TOWN MANAGER'S REPORT:

### 12. <u>Consideration of One Appointment/Reappointment to the Parks, Recreation, & Tree Advisory Committee (Kris Kollgaard)</u>

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk's office). She stated that the Town Commission approved the second/final reading of Ordinance No. 2014-04 at the July 7, 2014 meeting which resulted in a merger of the Parks & Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board, the Parks, Recreation and Tree Advisory Committee.

Ms. Kollgaard stated that as a result of the merge, there were seven members, which was to be reduced to five through attrition. Since that time, two members have resigned and one member's term, Connie Merrell-Kasch, expired in February, 2015. She stated that Ms. Merrell-Kasch wishes to be reappointed, and there is also one new application from Richard Jones on file for consideration for appointment to this board. Ms. Kollgaard asked if any applicants were present in the audience.

Richard Jones was present and was asked by Mayor Kussard to tell the Commissioners a little about himself and why he wished to be a member of the Parks, Recreation & Tree Advisory Committee.

Mr. Jones introduced himself, stating that he has lived in the Village of El Cortez for 16 years and that he has decided he would like to volunteer and give back to the community. He reported that, in the past, he managed 39 playgrounds in Charleston, West Virginia, along with five swimming pools under Parks and Recreation. He stated he also officiated football and basketball for 25 years. Mr. Jones stated one of his degrees is in physical education and health, and he feels he would be competent in this position.

The Commissioners were asked to make their selections. The following results were read into the record and tallied:

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***Connie Merrell-Kasch received one vote (Commissioner Richards) and Richard Jones received three votes (Mayor Kussard, Commissioner Holden and Commissioner Vincent). Mr. Jones was appointed as a new member.***

The Commissioners thanked Mr. Jones for volunteering for this board, and Ms. Kollgaard informed him that the Clerk's Office would be contacting him regarding a welcome packet.

Ms. Kollgaard stated that she has been doing some research regarding drafting an ordinance for access roads as requested by the Commission. She stated that Marion County used credits on the transportation impact fees and that is how they were able to do their ordinance. She stated she will check with Lake County to see if they would consider doing credits, and will look into the availability of any grants that could help with access roads.

Ms. Kollgaard pointed out that the Town would be in a hard position if there were no credits, etc., toward building access roads as they would have to acquire the land and build the roads and pay for that up front. She stated that Commissioner Richards knows the cost of building roads is often one million dollars for one mile. As development comes in, the Town could then charge them a fee of a quarter of the cost of building the roads. Ms. Kollgaard stated she will meet with the Town Attorney and Growth Management staff, and will speak with the County, to see what they can come up with. She asked for direction from the Commission on whether they wanted staff to create an ordinance where the Town would recoup the fees for creating access roads if the County would not give impact fee credits, or if they wanted staff to come back to the Commission.

Commissioner Richards stated he feels it would be a good idea to approach the County. He stated one thing that controls the cross access easement is that they do not let them have driveway entrances to access County roads unless they have provided them. He stated even the state will limit access to the highways within 160' of a traffic light, etc.

Commissioner Holden, Commissioner Vincent, and Mayor Kussard agreed the Town should look at all available options.

## N. MAYOR/COMMISSIONER'S REPORT:

Commissioner Richards stated that in response to all the plans before them this evening, when people meet the Town's Land Development Regulations, it is the law of the land. He stated that the Town could end up in court if they do not vote in favor of a site plan as presented where no waivers or exceptions are requested and where they are meeting every single point of the codes. Commissioner Richards commented that the Citizen's Drive-Through facility plan meets all traffic, parking standards and safety standards. He pointed out that The Villages has zero lot lines in that area and there are no setbacks so they could build right up to the sidewalk if they chose to. He also stated that they could take out historical trees if they wanted as long as they paid into the Town's tree bank for mitigation. Commissioner Richards stated that when you have these planning standards, and go by them, you will prevail in court; but if you deviate from them, then the Town could be embarrassed and be a whole lot poorer if there were a lawsuit.

## O. PUBLIC COMMENTS[iv]:

Mayor Kussard asked if anyone in the audience would like to speak on any item. There were no further comments from the audience.

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Town Manager Kris Kollgaard announced that the Lady Lake Police Department now has a *Crime Prevention Watch Card* that they leave on vehicles or at premises when officers witness something that could cause the owner to be a potential target for a crime; such as leaving valuables in sight or leaving doors or windows unlocked, etc. She stated it is a nice public outreach idea that police department staff came up with. Ms. Kollgaard passed out sample cards to the Commissioners and had some available for the public to view.

**P. ADJOURN:** There being no further discussion, the meeting was adjourned at 6:45 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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[i] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[ii] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[iii] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[iv] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

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H-4

# TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: March 16, 2015

**SUBJECT:** **Consideration of Sewer and Water Utility Agreement for the Village Veranda at Lady Lake- MJSP 10/14-002- To be constructed along South Hwy 27/441, just north of the Too Your Health Spa (V) Project (Alternate Key 1699100).**

**DEPARTMENT:** **Growth Management**

**STAFF RECOMMENDED MOTION:**

**Staff Recommends Approval of the Sewer and Water Utility Agreement for the Village Veranda at Lady Lake- MJSP 10/14-002- To be constructed along South Hwy 27/441, just north of the Too Your Health Spa (V) Project (Alternate Key 1699100).**

## SUMMARY

Village Veranda at Lady Lake, LLC, is the fee simple owner of approximately 8.22 +/- acres of real property situated in Lady Lake, Lake County, Florida. The Developer has requested connection to Town Water Facilities and Sewer Facilities (Utility), and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of seventeen (17) equivalent residential units (ERUs) or 4,250 gallons per day for Sewer and Water to be consumed by a proposed facility to be developed in three phases including three (3) outparcels with Office, Clinic, and Adult Day Care.

The proposed facility, which is expected to have a total of 22,000 square feet of commercial space and a proposed Multi-story Building with 90 Assisted Living units and 40 Memory Care Facility units requiring central water and central sewer services for this 8.22 +/- acre parcel located at 955 South Hwy 27/441. The Village Veranda at Lady Lake received Town Commission site plan approval on March 2, 2015, and Development Order issuance on March 4, 2015.

The Developer has agreed to connect to certain water distribution and sanitary sewer collection facilities that will benefit the Development, and has agreed to the use of the

Water and Sewer facilities on the terms and conditions set forth in the attached Agreement, as provided by the Town of Lady Lake. This agreement was reviewed by Town Attorney, Derek Schroth, on Monday, March 9, 2015, and determined correct in form for consideration and approval by the Town Commission.

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**FISCAL IMPACT: $ 79,407.00**

**[ ] Capital Budget**
**[ ] Operating**
**[X] Other**

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**ATTACHMENTS:** **[ ] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

**[X] Other – Utility Agreement**

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

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| | | |
|---|---|---|
| **DEPARTMENT HEAD** 3-9-15 | **Submitted** 3/9/15 | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN ATTORNEY** | **Approved as to Form and Legality** | **Date** |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3/16/15 | **Date** 3/10/15 |

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**COMMISSION ACTION:** **[ ] Approved as Recommended** **[ ] Disapproved**

**[ ] Tabled Indefinitely** **[ ] Continued to Date Certain**

**[ ] Approved with Modification**

# SEWER & WATER UTILITY AGREEMENT
# LADY LAKE, FLORIDA

**THIS UTILITY AGREEMENT** made this _____ day of _____, 2015 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and Village Veranda at Lady Lake LLC, a Florida Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

## WITNESSETH

**WHEREAS**, Developer is the fee simple owner of approximately 8.22 +/- acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

**WHEREAS**, the Property may hereinafter be developed and improved as an assisted living campus consisting of a 90 bed independent living facility (ILF), a 40 bed memory care facility, and 22,000 square feet of commercial support uses to be developed in three (3) phases, requiring central water and central sewer, (hereinafter referred to as the "Development"). This agreement only covers phase one (1) consisting of 60 Assisted Living Facility units and 30 Memory Care units; and

**WHEREAS**, Utility is the owner and operator of water production and distribution facilities ("water facilities") and sanitary sewer collection and treatment facilities ("sewer facilities"); and

**WHEREAS**, Developer has requested connection to said Water and Sewer Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

**WHEREAS**, the Developer has agreed to construct certain water distribution and sanitary sewer collection facilities at its expense that will benefit Development; and,

**WHEREAS**, Utility has agreed to make its water service and sanitary sewer service available to the Development by means of connection to and use of the Water and Sewer Facilities on the terms and conditions hereinafter set forth. And that the developer will connect to reuse facilities when Utility makes it available.

**NOW THEREFORE**, in consideration of the foregoing which is incorporated herein and in consideration of the work to be done by the Developer and the sums to be paid by Developer for the work related thereto and as described hereafter, Developer and Utility agree as follows:

**1. <u>EXCLUSIVE SERVICE TO THE PROPERTY.</u>** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water and Sewer Facilities. Developer further agrees that this agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water and sewer services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water and Sewer Facilities, and through the on-site facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water and sewer service for any reason. Utility agrees that it will have sufficient capacity in the amount of 4,250 gallons per day ("gpd") in its Water Facilities, and in the amount of 4,250 gpd in its Sewer Facilities to serve the Development for a maximum peak flow of seventeen (17) ERUs. Utility agrees that the water and sewer services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the

construction of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water and sewer services to the Development after Developer shall make a written request for such service to Utility, but not before the On-Site Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities and Sewer Facilities at any given time without due notice to the Developer to determine if water and sewer ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

**2. <u>PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER, WATER, AND IMPACT FEES</u>**. Developer shall be responsible for payment of the Utility's sanitary sewer, water and reuse impact fees for the sanitary sewer, water and reuse volumes reserved under this agreement. Utility's sanitary sewer impact fee is three thousand one hundred seventy-two dollars and no cents ($3,172.00) per equivalent residential unit. Utility's water impact fee is one thousand four hundred ninety-nine dollars and no cents ($1,499.00) per equivalent residential unit. Commercial units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fee shall be made in accordance with section 11(h) of this agreement in the lump sum amount of Fifty-Three Thousand Nine Hundred Twenty-four dollars and no cents ($53,924.00) for sanitary sewer capacity; Twenty-five Thousand Four Hundred Eighty-three dollars and no cents ($25,483.00) for water capacity, for a total amount of Seventy-nine Thousand Four Hundred Seven dollars and no cents ($79,407.00) calculated as follows:

Sanitary Sewer Capacity Reservation

4,250 gpd /250 gpd/eru $3,172/eru =

17 erus x 3,172 = $53,924.00

Water Capacity Reservation

4,250 gpd/250 gpd/eru $1,499/eru =

17 erus x 1,499 = $25,483.00

TOTAL = $79,407.00

The site is not currently serviced by Reuse/Reclaimed water; therefore, the applicant will provide irrigation via a 4" Irrigation well to be constructed on-site.

Should Developer not obtain a building permit to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited and all money paid to reserve capacity shall also be forfeited. Should Developer fail to obtain a building permit within 180 days of the date this Utility Agreement is approved by Commission, Developer agrees to release any and all claims against the Town for a return of any of the money paid to reserve capacity. Developer understands that capacity may not be available to the Developer should no building permits be obtained within 180 days after this Utility Agreement is approved.

**3. CONSTRUCTION OF IMPROVEMENTS.** In order to provide water, sewer and reuse services to the Development, certain On-Site Improvements will need to be constructed.

(a) **ON SITE IMPROVEMENTS** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary On-Site Improvements, as agreed to by Utility and Developer, to allow the Development to be connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development. The engineer's

estimate of the On-Site Improvements is set forth in Exhibit "D" attached hereto, incorporated herein, and hereinafter referred to as On-Site Improvement Costs.

Developer agrees that the construction and installation of such On-Site Improvements shall be subject to the following:

The On-Site Improvements shall be constructed and installed by Developer only after the approval of the Plans and Specifications therefore by Utility. The Plans and Specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

Upon approval of the Plans and Specifications by Utility, as provided herein, the On-Site Improvements shall be constructed strictly in accordance with such Plans and Specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof. Should the Utility not inspect said construction within two (2) days from the date the inspection is requested, Developer shall have the right to continue with the construction of the On-Site Improvements.

**4. <u>RATES AND CHARGES.</u>** The rates to be charged by Utility for water and sewer service to the Development hereafter built on the Property or any Future Development(s) shall be those rates and charges made by Utility to its customers which are from time to time approved by the Town Commission of the Town of Lady Lake or by any other governmental regulatory body having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed: provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the

Development and Future Development (s) shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its Utility system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

**5. WATER METERS AND REUSE WATER METERS.** It is hereby agreed by the parties hereto that a water meter and reuse meter, and or water meters or reuse meters shall be installed by Developer as Utility shall deem to be necessary to serve the Development and Future Development(s). Utility shall have the right to designate the number, type, quality and size of said meter or meters. All water and reuse meters so installed shall become the property of Utility.

**6. ALIENABILITY RESTRICTION.** Unless express written consent of the Town of Lady Lake is obtained, the Property and the rights and obligations of this Agreement which burden the Property shall not be transferred prior to Developer's connection to the Town Utilities. For the purposes of this paragraph and provision (Alienability Restriction), "transferred" means the conveyance of the Property to another person or entity or the conveyance of the controlling interest (more than 50%) in Developer (if a corporation or limited liability company). After Developer's connection to the Town Utilities, this provision (Alienability Restriction) terminates and has no effect. To eliminate this Alienability Restriction after connection, Developer shall submit to the Town of Lady Lake an affidavit for the Town Manager's signature attesting that the Developer has indeed connected to the Town Utilities. Provided the form affidavit is agreeable to the Town of Lady Lake, the executed affidavit shall be returned to the Developer for Developer to record at Developer's expense.

**7. PLATS.** Any plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated rights-of-way and utility easements as may

be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.

**8. SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

**9. NOTICES**. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

| | |
|---|---|
| Utility: | Town of Lady Lake<br>Utility Department<br>409 Fennell Boulevard<br>Lady Lake, FL 32159 |
| With a copy to: | Derek A. Schroth, Esq.<br>Bowen & Schroth, P.A.<br>600 Jennings Ave.<br>Eustis, FL 32726 |
| Developer/:<br>Owner | Village Veranda at Lady Lake LLC.<br>C/O Donovan Anderson.<br>55 SE 2nd Avenue Suite 301<br>Delray Beach, FL 33444 |

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

**10. TERM.** The term of this Agreement shall be for a period of 10 (ten) years from the date hereof, and from year to year thereafter.

**11. OTHER ESSENTIAL TERMS.**

a. Time is hereby made of essence of this Agreement in all respects.

b. This Agreement constitutes the entire Agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

c. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land.

d. Developer shall name Utility as co-insured on any insurance policy concerning coverage for the property while construction of the on-site improvements is taking place.

e. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. Developer shall indemnify protect and hold harmless the Utility from any and all claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in anyway whatsoever arising on account of any action, claim or demand due to the incident and matters associated with the construction of the on-site improvements, including but not limited to

i) All claims for enforcement of liens; subrogation; and/or contribution to include but not to be limited to any and all mechanic's and contractor's liens associated with the construction of the on-site improvements;

ii) Any and all bills from any source associated with the construction of the on-site improvements;

iii) Any and all claims under any federal, state or local act or ordinance associated with the construction of the on-site improvements;

iv) Any and all claims for reimbursement; subrogation; and/or contribution associated with the construction of the on-site improvements;

v) Any and all claims for reimbursement, and/or subrogation of liens asserted by any insurance company or any party, that provides insurance coverage or benefits of any nature associated with the construction of the on-site improvements;

vi) Any and all claims, liens, reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation associated with the construction of the on-site improvements;

vii) All actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted against one another on account of and/or allegedly associated with the construction of the on-site improvements ;

f. This Agreement shall be effective upon proper execution by both parties hereto.

g. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

h. Developer shall pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement. Should Developer fail to pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement, the Town, in its sole discretion may rescind and void this agreement in its entirety.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

[signatures on following page]

Attest:

**TOWN OF LADY LAKE**

_____
Kristen Kollgaard, Town Clerk

_____
Ruth Kussard, Town Mayor

Approved as to form:

_____
Town Attorney
Derek A. Schroth, Esquire

Witnesses:

_____ Village Veranda at Lady Lake, LLC.

Print Name:

_____ By: _____

_____

Print Name: Name: Donovan Anderson
Title: President of Village Veranda

STATE OF FLORIDA
COUNTY OF LAKE

This is to certify that on this _____ day of _____, 2015, Before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared_____ on behalf of the company, S/he is personally known to me or has produced _____ as identification and did or did not take an Oath.

_____
Signature of Acknowledger

SEAL

_____
Name of Acknowledger Typed

## EXHIBIT "A"

## Legal Description and Map

**DESCRIPTION FOR TRACT "A":**

**THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 27 & 441 (STATE ROAD 500) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, THENCE RUN N.89°46'08"W. ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 741.54 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 27 & 441 (STATE ROAD 500); THENCE RUN S.23°16'50"E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 637.86 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°48'40"E. 819.07 FEET TO THE EAST BOUNDARY LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN S.00°08'30"W. ALONG SAID EAST LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 504.50 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN O.R. BOOK 4120. PAGE 134, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°48'40"W. ALONG THE NORTH BOUNDARY OF SAID PARCEL, 600.45 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY; THENCE RUN N.23°16'50"W., ALONG SAID EASTERLY RIGHT OF WAY, 550.00 FEET TO THE POINT OF BEGINNING, CONTAINING 358,074 SQUARE FEET OR 8.22 ACRES MORE OR LESS.**

**EXHIBIT "B"**

**OFF-SITE IMPROVEMENT COSTS**

**NONE TO BE CONVEYED**

**EXHIBIT "C"**
**PROJECT SITE PLAN**

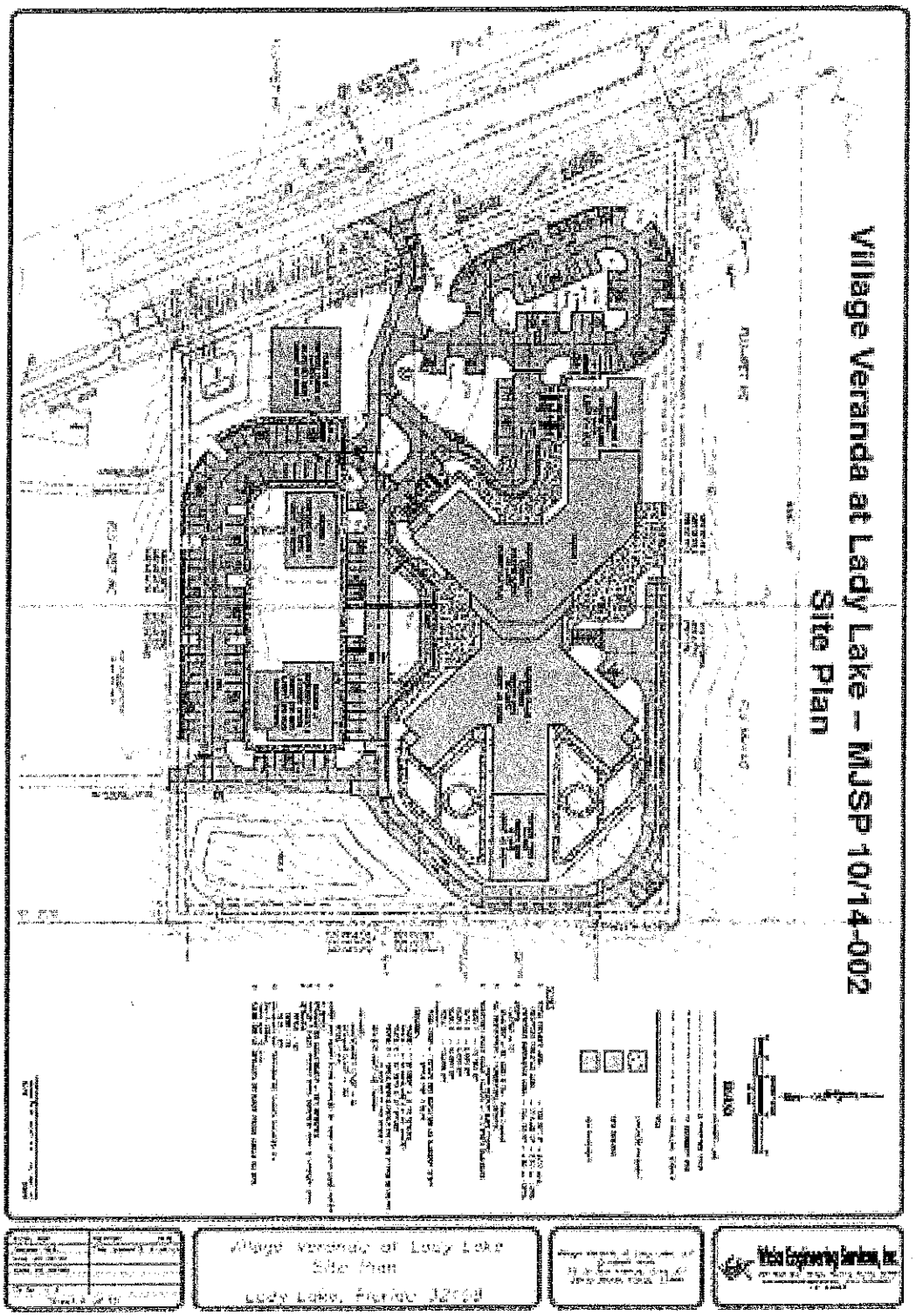

**EXHIBIT "D"**

**ENGINEER'S ESTIMATED CONSTRUCTION COSTS**

## Village Veranda – Civil Improvements

Engineer's Cost Estimate

| Item No. | Item / Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1. | Asphalt | SY | 10,300 | $15.00 | $154,500. |
| 2. | Base | SY | 11,330 | 10.00 | 113,300. |
| 3. | Stabilized Subgrade | SY | 12,500 | 4.00 | 50,000. |
| 4. | 6' Sidewalk | LF | 1255' | 13.20 | 16,566. |
| 5. | 5' Sidewalk | LF | 915' | 11.00 | 10,065. |
| 6. | Concrete Slab | SY | 1550 | 25.00 | 38,750. |
| 7. | Type "D" Curb | LF | 700 | 10.00 | 7,000. |
| | | | | | 390,181.00 |
| 8. | 8" Water | LF | 1900 | 30.00 | 57,000. |
| 9. | 6" Water | LF | 100 | 25.00 | 2,500. |
| 10. | 8" Gate Valves | EA | 8 | 1,200.00 | 9,600. |
| 11. | 6" Gate Valves | EA | 3 | 1,000.00 | 3,000. |
| 12. | 12" x 8" Tap | EA | 1 | 5,500.00 | 5,500. |
| 13. | Fire Hydrant | EA | 5 | 2,750.00 | 13,750. |
| 14. | Detecto Check Valve | EA | 1 | 8,000.00 | 8,000. |
| 15. | Double C.V. @ Fire Connection | EA | 3 | 6,000.00 | 18,000. |
| 16. | Fence | LF | 180 | 15.00 | 2,700. |
| 17. | Gate | EA | 1 | 2,000.00 | 2,000. |
| | | | | | 122,050.00 |
| | | | | SUB TOTAL | **$512,231.00** |

**SUMMARY**

Water $122,050

Sewer $33,950

KH / MZS / 2014 MasterCost Est Form

## Village Veranda – Civil Improvements

Engineer's Cost Estimate (cont.)

| Item No. | Item / Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1. | 12" PVC Storm | LF | 52 | 15.00 | 780. |
| 2. | 15" PVC Storm | LF | 52 | 18.00 | 936.00. |
| 3. | 18" RCP | LF | 775 | 25.00 | 19,375.00. |
| 4. | 24" RCP | LF | 635 | 30.00 | 19,050. |
| 5. | Inlet 0 – 6' | EA | 6 | 6,250.00 | 37,500. |
| 6. | Inlet 6 – 10' | EA | 2 | 7,500.00 | 15,000. |
| 7. | Inlet 10 – 14' | EA | 6 | 14,000.00 | 84,000. |
| | | | | | 176,6461.00 |
| 8. | 8" Gravity Sewer | LF | 570 | 20.00 | 11,400. |
| 9. | 6" Sewer Laterals | LF | 170 | 15.00 | 2,550. |
| 10. | Manhole 0 – 6' | EA | 4 | 5,000.00 | 20,000. |
| | | | | | 33,950.00 |
| 11. | Earthwork | CY | 3,000 | 10.00 | 30,000. |
| 12. | Sod | SY | 10,000 | 4.00 | 40,000.; |
| 13. | Seed | SY | 12,000 | 1.50 | 18,000. |
| 14. | Signs | EA | 25 | 300.00 | 7,500. |
| 15. | Clearing & Grubbing | AC | 8 | 2,000.00 | 16,000. |
| 16. | Silt Fence | LF | 1,700 | 2.00 | 3,400. |
| | | | | | 114,900.00 |
| | | | | Sub Total | $325,491. |
| | | | | | |
| | | | | TOTAL | $837,722.00 |

**Prepared By:**
**Wicks Engineering Services, Inc.**

1

H-5

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: December 15, 2014**

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**SUBJECT:** **Consideration of Sewer, Water and Reuse Utility Agreement for Lady Lake Crossing & Outparcel- MJSP 01/15-003- Proposed at 456 North Highway 27/441 (Alternate Keys 3872777 and 3877865).**

**DEPARTMENT:** **Growth Management**

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**STAFF RECOMMENDED MOTION:**

**Staff Recommends Approval of the Water and Reuse Utility Agreement Lady Lake Crossing & Outparcel- MJSP 01/15-003- Proposed at 456 North Highway 27/441 (Alternate Keys 3872777 & 3877865).**

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## SUMMARY

Developer, SRK Lady Lake 43, LLC, is the fee simple owner of approximately 7.71 +/- acres of real property situated in Lady Lake, Lake County, Florida. The Developer has requested connection to Town Water Facilities, Sewer Facilities (Utility), and Reuse Distribution Facility ("Reuse Facilities"), and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of ten (10) equivalent residential units (ERUs) or 2,500 gallons per day for Sewer and Water, and seven (7) equivalent residential units (ERUs) or 1,918 gallons per day for Reuse to be consumed by a proposed development consisting of 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development located within the Lady Lake Crossing Plaza.

The proposed facility, which is expected to have three (3) tenants for the 52,000 square-foot-building and one (1) for the 4,000-square-foot building requiring central water, central sewer, and wastewater reuse services for this 7.71+/- acre parcel are located on 456 North Highway 466 and 446 North Highway 27/441 respectively. The Lady Lake Crossing and Outparcel project received Town Commission site plan approval on March 2, 2015, and Development Order issuance on March 4, 2015.

The Developer has agreed to connect to certain water distribution, sanitary sewer collection facilities and reuse distribution that will benefit the Development, and has agreed to the use

of the Water, Sewer, and Reuse facilities on the terms and conditions hereinafter set forth in the attached Agreement, as provided by Utility. This agreement was reviewed by Town Attorney, Derek Schroth, on Monday, March 9, 2015, and determined correct in form for consideration and approval by the Town Commission.

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**FISCAL IMPACT: $ 48,754.00**

**[ ] Capital Budget**
**[ ] Operating**
**[X] Other**

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**ATTACHMENTS:** **[ ] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

**[X] Other – Utility Agreement**

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

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| | | | |
|---|---|---|---|
| 3-11-15 | **DEPARTMENT HEAD** | **Submitted** 3/9/15 | **Date** |
| | **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| | **TOWN ATTORNEY** | **Approved as to Form and Legality** | **Date** |
| | **TOWN MANAGER** | **Approved Agenda Item for:** 3/16/15 | **Date** 3/11/15 |

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**COMMISSION ACTION:** **[ ] Approved as Recommended** **[ ] Disapproved**

**[ ] Tabled Indefinitely** **[ ] Continued to Date Certain**

**[ ] Approved with Modification**

# SEWER & WATER UTILITY AGREEMENT
# LADY LAKE, FLORIDA

**THIS UTILITY AGREEMENT** made this _____ day of _____, 2015 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and SRK Lady Lake 43 Associates LLC, a Florida Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

## WITNESSETH

**WHEREAS**, Developer is the fee simple owner of approximately 7.71 +/- acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

**WHEREAS**, the Property may hereinafter be developed and improved into a development consisting of 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development located within the Lady Lake Crossing Plaza; requiring central water, central sewer, and wastewater reuse services (hereinafter referred to as the "Development"); and

**WHEREAS**, Utility is the owner and operator of water production and distribution facilities ("water facilities"), sanitary sewer collection and treatment facilities ("sewer facilities") and wastewater reuse facilities ("reuse facilities"); and

**WHEREAS**, Developer has requested connection to said Water, Sewer, and Reuse Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

**WHEREAS**, the Developer has agreed to construct certain water distribution, sanitary sewer collection, and reuse distribution facilities at its expense that will benefit Development; and,

**WHEREAS**, Utility has agreed to make its water service, sanitary sewer service, and reuse service available to the Development by means of connection to and use of the Water, Sewer, and Reuse Facilities on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the foregoing which is incorporated herein and in consideration of the work to be done by the Developer and the sums to be paid by Developer for the work related thereto and as described hereafter, Developer and Utility agree as follows:

**1. <u>EXCLUSIVE SERVICE TO THE PROPERTY.</u>** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water, Sewer, and Reuse Facilities. Developer further agrees that this agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water, sewer, and reuse services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water, Sewer, and Reuse Facilities, and through the on-site facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water, sewer, and reuse service for any reason. Utility agrees that it will have sufficient capacity in the amount of 2,500 gallons per day ("gpd") in its Water Facilities, and in the amount of 2,500 gpd in its Sewer Facilities to serve the Development for a maximum peak flow of ten (10) ERUs. Further, Utility agrees that it will have sufficient capacity in the amount of 1,918 gallons per day or Seven (7) Equivalent Residential Units (ERUs) in its Reuse Facilities to service the Development. Utility agrees that the water, sewer, and reuse services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of the facilities to be constructed by Developer; and

further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water, sewer and reuse services to the Development after Developer shall make a written request for such service to Utility, but not before the On-Site Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities, Sewer Facilities, and Reuse Facilities at any given time without due notice to the Developer to determine if water, sewer, and reuse ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

**2. PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER, WATER, AND REUSE IMPACT FEES**. Developer shall be responsible for payment of the Utility's sanitary sewer, water and reuse impact fees for the sanitary sewer, water and reuse volumes reserved under this agreement. Utility's sanitary sewer impact fee is three thousand one hundred seventy-two dollars and no cents ($3,172.00) per equivalent residential unit. Utility's water impact fee is one thousand four hundred ninety-nine dollars and no cents ($1,499.00) per equivalent residential unit. Utility's reuse impact fee is two hundred ninety-two dollars and no cents ($292.00) per equivalent residential unit. Commercial units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fee shall be made in accordance with section 11(h) of this agreement in the lump sum amount of thirty-one thousand seven hundred twenty dollars and no cents ($31,720.00) for sanitary sewer capacity; fourteen thousand nine hundred ninety dollars and no cents ($14,990.00) for water capacity; two thousand forty-four dollars and no cents ($2,044.00) for reuse capacity, for a total amount of forty-eight thousand seven hundred fifty-four dollars and no cents ($48,754.00) calculated as follows:

Sanitary Sewer Capacity Reservation

2,500 gpd /250 gpd/eru $3,172/eru =

10 erus x 3,172 = $31,720.00

Water Capacity Reservation

2,500 gpd/250 gpd/eru $1,499/eru =

10 erus x 1,499 = $14,990.00

*Reuse Capacity Reservation

(1918 gallons/7 days)/274 gpd/eru * $292/eru =

7 erus x 292= $2,044.00

TOTAL = $48,754.00

| Breakdown of Water, Sewer, and Reuse Allocations for the Lady Lake Crossing & Outparcel Site | | | |
|---|---|---|---|
| | Water | Sewer | Reuse |
| **Bldg. 1**- 31,961 Sq. Ft. | 7 | 7 | |
| **Bldg. 2**-10,094 Sq. Ft. | 3 | 3 | |
| **Bldg. 3**- 8,727 Sq. Ft. | 3 | 3 | 6 |
| **Outparcel #3**-4,000 Sq. Ft. | 2 | 2 | 1 |
| **Total** | 15 | 15 | 7 |
| **Minus ERU Reserved Capacity Credit** | 5 | 5 | 0 |
| **Total ERU Reservation Required** | **10** | **10** | **7** |

*Note: The Reuse Capacity Reservation calculations were determined by the Developer's Landscape Architect of record as allowed per Town of Lady Lake Land Development Regulations, Chapter 14-Water, Reuse, and Sewer Standard Specifications. Further, a waiver to Chapter 14 is required for changes or deviations to the Code.

Should Developer not obtain a building permit to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited and all money paid to reserve capacity shall also be forfeited. Should Developer fail to obtain a building permit within 180 days of the date this Utility Agreement is approved by Commission, Developer agrees to release any and all claims against the Town for a return of any of the money paid to reserve capacity. Developer understands that capacity may not be available to the Developer should no building permits be obtained within 180 days after this Utility Agreement is approved.

**3. CONSTRUCTION OF IMPROVEMENTS.** In order to provide water, sewer and reuse services to the Development, certain On-Site Improvements will need to be constructed.

(a) **ON SITE IMPROVEMENTS** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary On-Site Improvements, as agreed to by Utility and Developer, to allow the Development to be connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development. The engineer's estimate of the On-Site Improvements is set forth in Exhibit "D" attached hereto, incorporated herein, and hereinafter referred to as On-Site Improvement Costs.

Developer agrees that the construction and installation of such On-Site Improvements shall be subject to the following:

The On-Site Improvements shall be constructed and installed by Developer only after the approval of the Plans and Specifications therefore by Utility. The Plans and Specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

Upon approval of the Plans and Specifications by Utility, as provided herein, the On-Site Improvements shall be constructed strictly in accordance with

such Plans and Specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof. Should the Utility not inspect said construction within two (2) days from the date the inspection is requested, Developer shall have the right to continue with the construction of the On-Site Improvements.

**4. RATES AND CHARGES.** The rates to be charged by Utility for water, sewer and reuse service to the Development hereafter built on the Property or any Future Development(s) shall be those rates and charges made by Utility to its customers which are from time to time approved by the Town Commission of the Town of Lady Lake or by any other governmental regulatory body having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed: provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the Development and Future Development (s) shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its Utility system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

**5. WATER METERS AND REUSE WATER METERS.** It is hereby agreed by the parties hereto that a water meter and reuse meter, and or water meters or reuse meters shall be installed by Developer as Utility shall deem to be necessary to serve the Development and Future Development(s). Utility shall have the right to designate the number, type, quality and size of said meter or

meters. All water and reuse meters so installed shall become the property of Utility.

**6. <u>ALIENABILITY RESTRICTION.</u>** Unless express written consent of the Town of Lady Lake is obtained, the Property and the rights and obligations of this Agreement which burden the Property shall not be transferred prior to Developer's connection to the Town Utilities. For the purposes of this paragraph and provision (Alienability Restriction), "transferred" means the conveyance of the Property to another person or entity or the conveyance of the controlling interest (more than 50%) in Developer (if a corporation or limited liability company). After Developer's connection to the Town Utilities, this provision (Alienability Restriction) terminates and has no effect. To eliminate this Alienability Restriction after connection, Developer shall submit to the Town of Lady Lake an affidavit for the Town Manager's signature attesting that the Developer has indeed connected to the Town Utilities. Provided the form affidavit is agreeable to the Town of Lady Lake, the executed affidavit shall be returned to the Developer for Developer to record at Developer's expense.

**7. <u>PLATS.</u>** Any plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated rights-of-way and utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water, sewer, and reuse service to be provided hereunder.

**8. <u>SALE TO GOVERNMENTAL ENTITY.</u>** In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, sewer, and reuse service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

**9. NOTICES**. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

| | |
|---|---|
| Utility: | Town of Lady Lake<br>Utility Department<br>409 Fennell Boulevard<br>Lady Lake, FL 32159 |
| With a copy to: | Derek A. Schroth, Esq.<br>Bowen & Schroth, P.A.<br>600 Jennings Ave.<br>Eustis, FL 32726 |
| Developer/:<br>Owner | SRK Lady Lake 43 Associates LLC<br>Marty DelleBovi<br>4053 Maple Rd.<br>Amherst, NY 14226 |

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

**10. TERM.** The term of this Agreement shall be for a period of 10 (ten) years from the date hereof. This Agreement shall automatically renew upon each tenth year anniversary date for another 10 (ten) years unless terminated by the Town of Lady Lake. The Town of Lady Lake may terminate this Agreement at any time for any reason after the initial 10 (ten) year term by providing written notice to the Owner at least 60 days prior to termination.

**11. OTHER ESSENTIAL TERMS.**

a. Time is hereby made of essence of this Agreement in all respects.

b. This Agreement constitutes the entire Agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way

whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

c. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land.

d. Developer shall name Utility as co-insured on any insurance policy concerning coverage for the property while construction of the on-site improvements is taking place.

e. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. Developer shall indemnify protect and hold harmless the Utility from any and all claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in anyway whatsoever arising on account of any action, claim or demand due to the incident and matters associated with the construction of the on-site improvements, including but not limited to

i) All claims for enforcement of liens; subrogation; and/or contribution to include but not to be limited to any and all mechanic's and contractor's liens associated with the construction of the on-site improvements;

ii) Any and all bills from any source associated with the construction of the on-site improvements;

iii) Any and all claims under any federal, state or local act or ordinance associated with the construction of the on-site improvements;

iv) Any and all claims for reimbursement; subrogation; and/or contribution associated with the construction of the on-site improvements;

v) Any and all claims for reimbursement, and/or subrogation of liens asserted by any insurance company or any party, that provides insurance coverage or benefits of any nature associated

with the construction of the on-site improvements;

vi) Any and all claims, liens, reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation associated with the construction of the on-site improvements;

vii) All actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted against one another on account of and/or allegedly associated with the construction of the on-site improvements ;

f. This Agreement shall be effective upon proper execution by both parties hereto.

g. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

h. Developer shall pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement. Should Developer fail to pay all amounts required under this agreement within 30 days after the Town of Lady Lake executes this agreement, the Town, in its sole discretion may rescind and void this agreement in its entirety.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

[signatures on following page]

Attest:

**TOWN OF LADY LAKE**

_____
Kristen Kollgaard, Town Clerk

_____
Ruth Kussard, Town Mayor

Approved as to form:

_____
Town Attorney
Derek A. Schroth, Esquire

Witnesses:

_____ SRK Lady Lake 43 Associates LLC.

Print Name:

_____ By: _____

_____

Print Name: Name: Martin DelleBovi

_____ Title: VP with SRK LADY LAKE 43 ASSOCIATES LLC

STATE OF FLORIDA
COUNTY OF LAKE

This is to certify that on this _____ day of _____, 2015, Before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared_____ on behalf of the company, S/he is personally known to me or has produced _____ as identification and did or did not take an Oath.

_____
Signature of Acknowledger

SEAL

_____
Name of Acknowledger Typed

## EXHIBIT "A"

## LEGAL DESCRIPTION

**Parcel ID 08-18-24-100100000200; located in Section 08, Township 18 South, Range 24 East and described as:**

LADY LAKE, LADY LAKE CROSSING LOT 5 REPLAT SUB LOT 2 BEING |IN 17-18-24 PB 64 PG 17

**Parcel ID 08-18-24- 100000000600; located in Section 08, Township 18 South, Range 24 East and described as:**

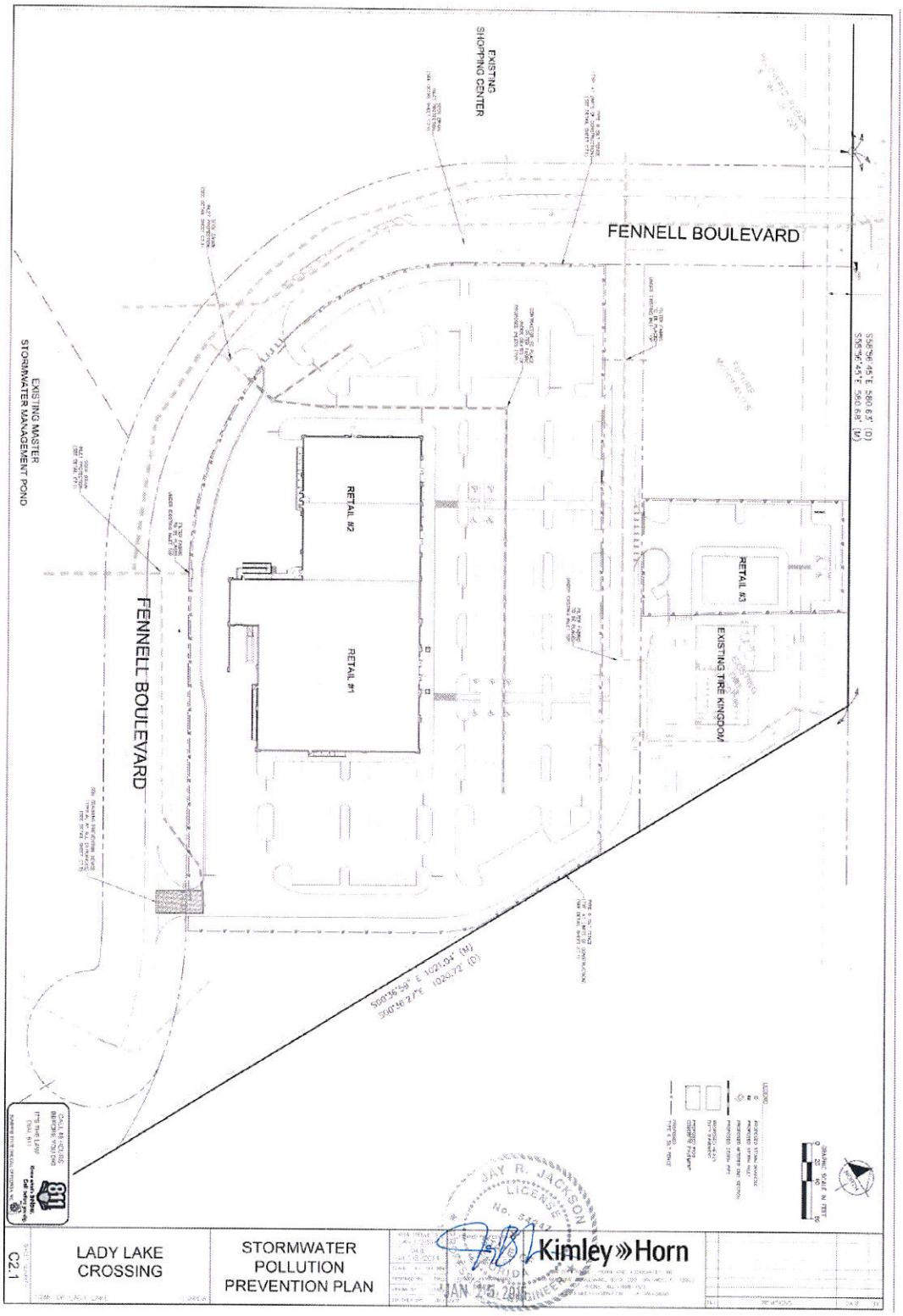
LADY LAKE, LADY LAKE CROSSING SUB LOT 6 BEING IN 17-18-24 PB 63 PG 57-58

**EXHIBIT "B"**

**OFF-SITE IMPROVEMENT COSTS**

**NONE TO BE CONVEYED**

**EXHIBIT "C"**
**PROJECT SITE PLAN**



# EXHIBIT "D"

## ENGINEER'S ESTIMATED CONSTRUCTION COSTS

**SITE WORK**

| Item No. | Description | Quantity | Unit | Unit Price | TOTALS |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $7,100.00 | $7,100.00 |
| 2 | Survey Layout | 1 | LS | $7,000.00 | $7,000.00 |
| 4 | Silt Fence | 2,320 | LF | $1.00 | $2,320.00 |
| 5 | Construction Entrance | 1 | LS | $5,500.00 | $5,500.00 |
| 7 | MOT/Street Maintenance | 1 | LS | $1,000.00 | $1,000.00 |
| | | | | ***Sub-Total*** | ***$22,920.00*** |

**PAVING**

| Item No. | Description | Quantity | Unit | Unit Price | TOTALS |
|---|---|---|---|---|---|
| 1 | 6" Limerock | 14,614 | SY | $9.00 | $131,526.00 |
| 2 | 8" Limerock | 5,041 | SY | $10.65 | $53,686.65 |
| 3 | 12" Stabilized Subgrade | 19,655 | SY | $3.70 | $72,723.50 |
| 4 | 1.5" Asphalt Surface | 14,614 | SY | $8.70 | $127,141.80 |
| 5 | 2.5" Asphalt Surface | 5,041 | SY | $11.00 | $55,451.00 |
| 6 | 4" Thick Concrete | 12,957 | SF | $2.50 | $32,392.50 |
| 7 | Type "D" Curb | 8,000 | LF | $15.00 | $120,000.00 |
| 8 | Type "F" Curb and Gutter | 681 | LF | $16.00 | $10,896.00 |
| 9 | Signs and Pavement Markings | 1 | LS | $9,600.00 | $9,600.00 |
| 10 | Curb Ramps | 6 | EA | $600.00 | $3,600.00 |
| | | | | ***Sub-Total*** | ***$617,017.45*** |

**WATER**

| Item No. | Description | Quantity | Unit | Unit Price | TOTALS |
|---|---|---|---|---|---|
| | **PIPE** | | | | |
| 1 | 1" PVC | 57 | LF | $11.00 | $627.00 |
| 2 | 2" PVC | 185 | LF | $13.00 | $2,405.00 |
| 4 | 8" PVC | 114 | LF | $17.00 | $1,938.00 |
| | **EQUIPMENT** | | | | |
| 5 | 8" Fire Line Master Meter | 2 | EA | $54,000.00 | $108,000.00 |
| 6 | 1" RPZ | 2 | EA | $950.00 | $1,900.00 |
| | | | | ***Sub-Total*** | ***$114,870.00*** |

**SANITARY**

| Item No. | Description | Quantity | Unit | Unit Price | TOTALS |
|---|---|---|---|---|---|
| | **PIPE** | | | | |
| 1 | 8" PVC | 500 | LF | $17.00 | $8,500.00 |
| 2 | 6" PVC | 140 | LF | $15.00 | $2,100.00 |
| | **EQUIPMENT** | | | | |
| 3 | Manhole | 3 | EA | $2,000.00 | $6,000.00 |
| 4 | Cleanout | 4 | EA | $250.00 | $1,000.00 |
| | | | | ***Sub-Total*** | ***$17,600.00*** |

**STORM SEWER**

| Item No. | Description | Quantity | Unit | Unit Price | TOTALS |
|---|---|---|---|---|---|
| | **PIPE** | | | | |
| 1 | 6" PVC | 111 | LF | $14.00 | $1,554.00 |
| 2 | 10" HDPE | 133 | LF | $16.00 | $2,128.00 |
| 3 | 12" HDPE | 313 | LF | $17.00 | $5,321.00 |
| 4 | 15" HDPE | 34 | LF | $20.00 | $680.00 |
| 5 | 18" HDPE | 289 | LF | $20.00 | $5,780.00 |
| 6 | 24" HDPE | 385 | LF | $29.00 | $11,165.00 |
| 7 | 36" HDPE | 116 | LF | $40.00 | $4,640.00 |
| | **EQUIPMENT** | | | | |
| 8 | Type "C" Inlet | 8 | EA | $2,000.00 | $16,000.00 |
| 9 | Type "D" Inlet | 3 | EA | $3,200.00 | $9,600.00 |
| 10 | Type J-1 Curb Inlet | 1 | EA | $3,600.00 | $3,600.00 |
| 11 | Type "V" Inlet | 1 | EA | $3,200.00 | $3,200.00 |
| | | | | ***Sub-Total*** | ***$62,114.00*** |

**GRAND TOTAL** **$702,051.45**

JAY R. JACKSON LICENSED No. 54247 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAR 05 2015

Jay R Jackson, P.E.
FL P.E. #54247

H-6

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 16, 2015**

**SUBJECT:** Consideration of Approval to Continue the Lease Agreement with the Lady Lake Chamber of Commerce for the Log Cabin

**DEPARTMENT: Parks and Recreation**

**STAFF RECOMMENDED MOTION:** Approval to Continue the Lease Agreement with the Lady Lake Chamber of Commerce for the Log Cabin

**SUMMARY:** The Lady Lake Area Chamber of Commerce once again desires to renew its lease agreement with the Town for the Log Cabin at Veterans Park. The new lease will have a one year term and includes the new indemnity clause and insurance requirements.

**FISCAL IMPACT:** $1,800.00 per year for power

[ ] **Capital Budget**
[X] **Operating**
[ ] **Other**

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

[ ] **Other**

[ X ] **Support Documents** – Lease Agreement/Insurance Certificate

| | | |
|---|---|---|
| **DEPARTMENT HEAD** | **Submitted** March 10, 15 | **Date** March 15, 15 |
| **HR** | **Approved as to Form** 3-10-15 | **Date** 3-10-15 |
| **FINANCE DEPARTMENT** JRM | **Approved as to Budget Requirements** | **Date** 3/10/15 |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3-16-15 | **Date** 3/10/15 |

**COMMISSION ACTION:**

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

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2015

PRODUCER (352)787-7548 FAX: (352)787-1068
Westgate-Jones Insurance of FL/LRA
3411 W Main St #5

Leesburg FL 34748

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Lady Lake Area Chamber of Commerce, Inc
P O Box 1430

Lady Lake FL 32158

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Economy Ins Co | 19690 |
| INSURER B: Great American Insurance | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | 02CE1386939 | 6/25/2014 | 6/25/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS / UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| B | | OTHER Directors & Officers<br>Retro Date: 10/31/10 | EPP1109217 | 10/31/2014 | 10/31/2015 | All Claims<br>Donor Data Loss<br>Deductible | $500,000<br>$10,000<br>$0 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured with respects to the General Liability coverage.

## CERTIFICATE HOLDER

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Randy Jones/KIML



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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employment Practices Liab Ins | EPLI | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 10,000 | 10,000 | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |


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DRAFT with MARKED CHANGES

# LADY LAKE AREA CHAMBER
# LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, a municipality in the State of Florida, hereinafter referred to as 'LESSOR', and the LADY LAKE AREA CHAMBER OF COMMERCE (the "Chamber"), also referred to as the 'LESSEE'.

## RECITALS

**WHEREAS**, LESSOR is the owner of the Log Cabin (hereinafter "Log Cabin") and Train Car (hereinafter "Train Car") located in the southeastern corner of Log Cabin Park; and

**WHEREAS**, the CHAMBER desires to lease the Log Cabin and Train Car from LESSOR with the CHAMBER occupying the Log Cabin Monday through Friday from 8:00 AM through 5:00 PM, and the Train Car for scheduled meetings and storage in accordance with Chamber business functions; and

**WHEREAS**, LESSOR agrees to lease the Log Cabin and the Train Car to the CHAMBER under the terms and conditions set forth herein, for a one (1) year period.

**THEREFORE**, IN CONSIDERATION of the foregoing recitals, and in further consideration of the mutual covenants contained herein and other valuable consideration receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Demised Premises**. LESSOR hereby grants the CHAMBER, and the CHAMBER hereby leases from LESSOR, the Log Cabin and the Train Car.

2. **Term**. This lease shall be for a one (1) year term beginning October 1, 2014 and ending on September 30, 2015, unless otherwise terminated pursuant to the terms stated herein. This Lease shall be reviewed annually.

3. **Rent.** The total rent due from the CHAMBER to LESSOR during the term of this lease shall be ten dollars ($10.00). The CHAMBER shall be responsible for payment of electric bills, which exceed the amount allocated in Paragraph 4 below.

4. **Allotment For Electric Bill Provision for Payment by the CHAMBER In Event Bill Exceeds Allotment.** LESSOR hereby agrees to pay the cost of the monthly electric bill for the Log Cabin and Train Car, provided however, the bill does not exceed $1800.00 per year. If the annual amount of the electrical bill exceeds $1800.00, LESSOR may require that the CHAMBER pay the amount which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the CHAMBER to pay the additional amount, the CHAMBER shall pay the amount over $1,800.00 within 15 days of receiving the invoice from the Town.

5. **Installation of Telephone and Payment of Telephone Bill.** The CHAMBER agrees to install a telephone and shall be responsible for all telephone bills and costs associated with the telephone, including connection fees, late payment fees, and any other associated costs. Under no circumstances shall LESSOR be responsible for the installation of a telephone or payment of telephone bills and related costs. The CHAMBER shall pay said amount within 15 days of receiving the invoice from the Town.

6. **Maintenance.** The CHAMBER agrees to maintain the appearance of the interior of the Log Cabin and Train Car, including vacuuming, dusting, emptying trash and other housekeeping duties. LESSOR agrees to conduct heavy cleaning periodically at such

time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the Log Cabin and the Train Car.

7. **Damage Repair**. The CHAMBER agrees to repair immediately any damage done to the Log Cabin or Train Car by that party, that party's agents, employees, patrons, or invitees. In the event the CHAMBER, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to said party's failure to repair damages, LESSOR may repair said damage and the party responsible hereby agrees to pay the costs of said repairs, upon demand.

8. **Alterations**. The CHAMBER shall make no changes or alterations of the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become property of LESSOR upon the termination of this Lease Agreement or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.

9. **Insurance.** The LADY LAKE AREA CHAMBER OF COMMERCE shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein shall be considered, and the LADY LAKE AREA CHAMBER OF COMMERCE agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein.

~~**indemnification.** The CHAMBER agrees to purchase general liability insurance to protect LESSOR against any damages which may occur during the time the CHAMBER occupies or uses said premises whether resulting from personal injuries or from damage to the premises or to any person using the premises or any invitee of the CHAMBER, including, but not limited to patrons, volunteers or employees, in an amount not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per occurrence. LESSEE shall provide a line item inventory of its property and estimated value to LESSOR. LESSOR will insure the items as "Personal Contents" of the building. The CHAMBER shall immediately provide LESSOR with this inventory as requested herein otherwise LESSOR may terminate this Lease Agreement.~~

10. **Hold Harmless.** The CHAMBER, its officers and members, shall, through the signing of this Lease Agreement by an authorized party or agent, hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.

11. **Use of Demised Premises**. The CHAMBER hereby agrees to conduct operations and maintain the premises in a manner, which reflects well upon the Town of Lady Lake. The CHAMBER shall use the Log Cabin and Train Car for the purpose of operating the Lady Lake Area Chamber of Commerce. No other use of the premises shall be permitted without the written consent of the LESSOR.

12. **Installation of Sign**. LESSOR agrees that a sign may be installed designating the location of the CHAMBER, in accordance with the Town's Land Development Regulations.

13. **Ownership of Log Cabin and Train Car**. The CHAMBER agrees that this Lease Agreement in no way relinquishes LESSOR's right of ownership of the Log Cabin, Train Car, and Log Cabin Park. It is and remains property of the Town of Lady Lake.

14. **Termination.** During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than sixty (60) days before the date of termination. In the event the CHAMBER shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

15. **Attorney's Fees**. In the event of a dispute between the parties arising out of their relationship or this Agreement, the prevailing party shall be entitled to receive payment for all attorney's fees and costs (including pre-litigation fees, litigation fees, appellate fees, and bankruptcy fees, if any).

LESSOR, and the CHAMBER have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2015.

**TOWN OF LADY LAKE**

_____
Ruth Kussard, Mayor

Attest:

_____
Kris Kollgaard, Town Clerk

Approved as to form:

_____
Derek Schroth, Town Attorney

**LADY LAKE AREA CHAMBER OF COMMERCE**

_____
President

**Indemnity**. The LADY LAKE AREA CHAMBER OF COMMERCE shall defend, indemnify and hold harmless the TOWN of Lady Lake, hereinafter "the TOWN", and all of the TOWN's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the LADY LAKE AREA CHAMBER OF COMMERCE, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The LADY LAKE AREA CHAMBER OF COMMERCE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the LADY LAKE AREA CHAMBER OF COMMERCE of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement.

~~**Insurance.** The LADY LAKE AREA CHAMBER OF COMMERCE shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein shall be considered, and the LADY LAKE AREA CHAMBER OF COMMERCE agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein.~~

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

Signed in the presence of the following witnesses:

_____

(Participant Name and Signature)

_____

(Witness name and signature)

clean

# LADY LAKE AREA CHAMBER
# LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, a municipality in the State of Florida, hereinafter referred to as 'LESSOR', and the LADY LAKE AREA CHAMBER OF COMMERCE (the "Chamber"), also referred to as the 'LESSEE'.

## RECITALS

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**WHEREAS**, the CHAMBER desires to lease the Log Cabin and Train Car from LESSOR with the CHAMBER occupying the Log Cabin Monday through Friday from 8:00 AM through 5:00 PM, and the Train Car for scheduled meetings and storage in accordance with Chamber business functions; and

**WHEREAS**, LESSOR agrees to lease the Log Cabin and the Train Car to the CHAMBER under the terms and conditions set forth herein, for a one (1) year period.

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7. **Damage Repair**. The CHAMBER agrees to repair immediately any damage done to the Log Cabin or Train Car by that party, that party's agents, employees, patrons, or invitees. In the event the CHAMBER, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to said party's failure to repair damages, LESSOR may repair said damage and the party responsible hereby agrees to pay the costs of said repairs, upon demand.

8. **Alterations**. The CHAMBER shall make no changes or alterations of the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become property of LESSOR upon the termination of this Lease Agreement or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.

9. **Insurance.** The LADY LAKE AREA CHAMBER OF COMMERCE shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein shall be considered, and the LADY LAKE AREA CHAMBER OF COMMERCE agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein

10. **Hold Harmless**. The CHAMBER, its officers and members, shall, through the signing of this Lease Agreement by an authorized party or agent, hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.

11. **Use of Demised Premises**. The CHAMBER hereby agrees to conduct its operations and maintain the premises in a manner, which reflects well upon the Town of Lady Lake. The CHAMBER shall use the Log Cabin and Train Car for the purpose of operating the Lady Lake Area Chamber of Commerce. No other use of the premises shall be permitted without the written consent of the LESSOR.

LADY LAKE ARE CHAMBER OF COMMERCE

_____
President

**Indemnity**. The LADY LAKE AREA CHAMBER OF COMMERCE shall defend, indemnify and hold harmless the TOWN of Lady Lake, hereinafter "the TOWN", and all of the TOWN's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the LADY LAKE AREA CHAMBER OF COMMERCE, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The LADY LAKE AREA CHAMBER OF COMMERCE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the LADY LAKE AREA CHAMBER OF COMMERCE of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement.

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

.

Signed in the presence of the following witnesses:

_____
(Participant Name and Signature)

_____
(Witness name and signature)

12. **Installation of Sign**. LESSOR agrees that a sign may be installed designating the location of the CHAMBER, in accordance with the Town's Land Development Regulations.

13. **Ownership of Log Cabin and Train Car**. The CHAMBER agrees that this Lease Agreement in no way relinquishes LESSOR's right of ownership of the Log Cabin, Train Car, and Log Cabin Park. It is and remains property of the Town of Lady Lake.

14. **Termination**. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than sixty (60) days before the date of termination. In the event the CHAMBER shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

15. **Attorney's Fees**. In the event of a dispute between the parties arising out of their relationship or this Agreement, the prevailing party shall be entitled to receive payment for all attorney's fees and costs (including pre-litigation fees, litigation fees, appellate fees, and bankruptcy fees, if any).

LESSOR, and the CHAMBER have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2015.

TOWN OF LADY LAKE

_____
Ruth Kussard, Mayor

Attest:

_____
Kris Kollgaard, Town Manager

Approved as to form:

_____
Derek Schroth, Town Attorney

J-7

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 16, 2015**

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**SUBJECT:** Consideration to tile exterior front entrance (Guava Street entrance) of The Lady Lake Library

**DEPARTMENT: Library**

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**STAFF RECOMMENDED MOTION: Approval to Utilize Village Flooring to Tile the Exterior Front Entrance of the Lady Lake Library not to exceed $4,789.18, which will be funded by the Friends of the Lady Lake Library.**

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**SUMMARY:** The Lady Lake Library was expanded to its current size in 2011. The exterior front entrance of the library was not tiled at the time due to budget constraints. In 2013 The Friends of The Lady Lake Library agreed to pay for the tile project but quotes were never received. Due to safety (the surface is slippery when wet) and aesthetic reasons the library wishes to move forward and complete the project. The Friends have generously agreed to pay for the tile and installation. Please see attached quotes.

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**FISCAL IMPACT: None**
**The Friends of The Lady Lake Library will fully fund the project**

**[ ] Capital Budget**
**[ ] Operating**
**[ ] Other**

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

**[ ] Other**

**[ X ] Support Documents**

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| | | |
|---|---|---|
| **DEPARTMENT HEAD** | **Submitted** Marsha Burnem | **Date** 3/10/15 |
| **HR** | **Approved as to Form** | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3/10/15 | **Date** 3/10/15 |

**COMMISSION ACTION:**

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

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

# Village Flooring

Laminates~Hardwoods~Area Rugs
Carpet~Tile~LVT

Phone: 352-315-8855
Fax: 352-314-8804

James Madden
Owner/Certified Installer

3327 North US27/441
Fruitland Park, FL 34731

www.VillageFlooring.net
JMadden@VillageFlooring.net

| Customer Phone |
|---|
| 352-753-2957 |

| Customer Alt. Phone |
|---|
| |

# ESTIMATE

| | |
|---|---|
| | |
| 2/11/2015 | 4682 |

Lady Lake Public Library
225 West Guava St
Lady Lake ,Fl 32159

| P.O. No. |
|---|
| |

| Qty | Description | Cost | Total |
|---|---|---|---|
| | Front Steps at Entry Area | | |
| 637.56 | GENERAL TILE-- ASPEN BRONZE--18 X 18 ANTISLIP INSTALLED STRAIGHT | 6.29 | 4,010.25 |
| 573 | MAPEI LIQUID CRACK ISOLATION | 0.85 | 487.05 |
| 2 | SCHLUTER--RENO RAMP (ALUMINUM) | 40.28 | 80.56 |
| 2 | SCHLUTER-- RENO- U (STAINLESS STEEL) | 49.25 | 98.50 |
| 2 | SCHLUTER--SCHIENE (STAINLESS STEEL) | 33.91 | 67.82 |
| 1 | DELIVERY-FREIGHT CHARGE | 45.00 | 45.00 |
| | ALL SCHLUTER TRIMS ARE ADA COMPLIANT<br>ALL MATERIALS USED ARE HIGH QUALITY -LONG LASTING PRODUCTS | | |

THIS ESTIMATE IS GOOD FOR 30 DAYS

| | |
|---|---|
| **Subtotal** | $4,789.18 |
| **Sales Tax (7.0%)** | $0.00 |
| **Total** | $4,789.18 |

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 352-315-8855 | 352-314-8804 | MMADDEN@VILLAGEFLOORING.... | WWW.VILLAGEFLOORING.NET |

Best Flooring Center
An Abbey Carpet & Floor Dealer

Carpet • Ceramic • Wood
Laminates • Vinyl

**Doug Walker**
*Sales Associate*
8590 E. County Rd. 466, Ste. C
Lady Lake, FL 32162
Bus. (352) 753-1739
Fax (352) 205-7958

Best Flooring Center
An Abbey Carpet & Floor Dealer

Ocala (352) 343-0127 Fax (352) 343-107
Fruitland Park (352) 728-6[illegible] Fax (352) 728-[illegible]
Orlando (407) 295-7[illegible] Fax (407) 296-7731
Lady Lake (352) 753-[illegible] Fax (352) 205-[illegible]
Sanford (352) [illegible] Fax (352) [illegible]

Proposal

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| e Library | | | | | | | | | | | |
| vana St. | | | | | | | | | | | |
| STATE | ZIP | | | | | | | | | | |
| FL | 32159 | | | | | | | | | | |
| CELL PHONE | | | | | | | | | | | |
| ha Brinson | | | | | | | | | | | |
| TYPE OF FLOORING | STYLE STYLE # | COLOR COLOR # | SQ. FT. | BOX | | | | | | | |
| file | Aspen | Brinson | | | | | | | | | |
| bullnose | | | | | | | | | | | |
| step | labor | | | | | | | | | | |

**NOTE:** This estimate does not include costs for floating leveling or other unforeseen surface repair found to be necessary prior to installation of new flooring.

WE HONOR

**ACCEPTANCE:** The conditions on back, prices, specifications and conditions above are satisfactory and are [illegible] as specified. It is understood that signatures by the parties on this invoice make it a legally binding contract. Payment will be [illegible] of nonpayment of the invoice, and the same is placed in the hands of an attorney or other agent for collection, the customer agrees to pay all costs of collection, including reasonable attorney's fees, and the venue will be in Lake County, Florida.

**NO RETURNS**

Customer | Date | Best Flooring Center Representative

5810.58

Feb 02 15 01:41p Best Flooring Fruitland

www.bestflooringcenter.com

| | |
|---|---|
| SOLD TO | Lady Lake Library |
| ADDRESS | 225 West Hwy 441 |
| CITY | Lady Lake FL 32159 |
| HOME PHONE / JOB PHONE | |

Masterpiece FLOORING

3199 US Highway 441/27
Fruitland Park, FL 34731
(352)787-4036

JOYS Blinds & Draperies

# JOB INVOICE

| | |
|---|---|
| SOLD BY: Phil | DATE OF ORDER: 3/3/15 |
| SCHEDULED INSTALLATION DATE | |

JOB LOCATION

CONTRACTOR:

CASH | CHARGE | OTHER

| Quantity | Description | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| | TILE | | |
| | TK CK 2624 DOMITIA 24 X 24 INSTALL AT FRONT | | $5115 |
| | ENTRANCE + TOPS OF 3 STEPS NO RISERS | | |
| | GROUT COLOR | | |
| | Phil 352 431 4668 | | |

| TYPE FLOOR | FURNITURE | CARPET REMOVAL |
|---|---|---|
| ☐ WOOD ☐ CEMENT | ☐ YES ☐ NO | ☐ YES ☐ NO |

**How Did You Hear About Us?**
☐ Orlando Sentinel ☐ Daily Commercial ☐ Friends
☐ Yellow Pages ☐ Daily Sun ☐ Referral
☐ Internet ☐ Other Advertisement ☐ Other

| | |
|---|---|
| TOTAL | |
| DEPOSIT | |
| BALANCE DUE | |

NOTE: This estimate does not include costs for floating leveling or other unforeseen surface repair found to be necessary prior to installation of new flooring.

WE HONOR DISCOVER MasterCard VISA

ACCEPTANCE: The conditions on back, prices, specifications and conditions above are satisfactory and are hereby accepted. You are authorized to do the work as specified, it is understood that signatures by the parties on this invoice make it a legally binding contract. Payment will be made as outlined above. In the event of nonpayment of the invoice, and the same is placed in the hands of an attorney or other agent for collection, the customer agrees to pay all costs of collection including reasonable attorney's fees, and that the venue will be Lake County, Florida.

**RESTOCK FEE 50% - NO RETURNS ON NON-STOCK ITEMS.**

Customer

Masterpiece Flooring Representative

*Thank You!*

J-8

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 16, 2015**

---

**SUBJECT:** Consideration of Approval to Accept and Sign the Local Agency Program Supplement Agreement from F.D.O.T. District 5 for the Design Phase of the Rolling Acres Sidewalk Project Phase II Funded Through the Safe Routes to School Grant

**DEPARTMENT: Parks and Recreation**

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**STAFF RECOMMENDED MOTION:** Approval to Accept and Sign the Local Agency Program Supplemental Agreement from F.D.O.T. District 5 for the Design Phase of the Rolling Acres Sidewalk Project Phase II Funded Through the Safe Routes to School Grant

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**SUMMARY:** The Commission has seen a very similar document to the one in this agenda item back on November 17, of 2014. Soon after this document was passed, Connelly and Wicker began to design the sidewalks described in the LAP Agreement. In January, the County constructed the aprons and crosswalks that they requested be added to this project. These improvements have taken place on CR 25 and Griffin Ave. The original amount for this grant has been reduced to $140,380.00 from the original amount of $159,565.00. Please keep in mind that the Town may be responsible for anything over the $140,380.00 if it is needed. Since this is design, I do not believe that there will be any overages.

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**FISCAL IMPACT:** $140,380.00 of no match grant funding.

[ ] **Capital Budget**
[ ] **Operating**
[X] **Other (grant funding)**

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

[ ] **Other**

[ x ] **Support Documents** – LAP Supplemental Agreement

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| | | |
|---|---|---|
| **DEPARTMENT HEAD** NDB | **Submitted** March 09/15 | **Date** March 16, 15 |
| **HR** | **Approved as to Form** | **Date** |
| **FINANCE DEPARTMENT** JRM | **Approved as to Budget Requirements** | **Date** 3/9/15 |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3-16-15 | **Date** 3-10-15 |

**COMMISSION ACTION:**

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

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

| SUPPLEMENTAL NO. 2<br>DUNS NO. 80-939-7102 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br>**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | FPN 433200-1-38-01<br>CONTRACT NO. ARF90 |
|---|---|---|

The Florida Department of Transportation and the Town of Lady Lake desires to supplement the original Agreement entered into and executed on June 9, 2014 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Villages Elementary School Sidewalk Safety Improvements Length ~ 0.83 miles

Termini Sidewalk improvements along the north and south sides of Oak Street from Clay Avenue to CR 25 and along the west side of CR 25 from Oak Street to Fennel Blvd.

Description of Work:

This project includes the design of 5-ft wide sidewalk along the north and south sides of Oak Street from Clay Avenue to CR 25 (approximately 1,020 feet), and along the west side of CR 25 from Oak Street to Fennel Blvd. (approximately 3,350 feet). The westerly portion of sidewalk along Oak Street will be located along the south right-of-way to avoid impact to an existing regional lift station located on the north right-of-way. The easterly portion of sidewalk along Oak Street will be located along the north right-of-way to avoid impact to a mature 30-foot oak tree located on the south right-of-way. A mid-block crossing will be included in the design with signage and a Rectangular Rapid Flash Beacon (RRFB) to allow for the change from one side of the right-of-way to the other. Drainage design will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and Mitered End Section (MES). Additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, curb ramps and pedestrian landings, the removal of an existing retaining wall, and the construction of gravity wall with guiderail. All crosswalk, sidewalks, and pedestrian ramps will adhere to current ADA standards. Improvements include detectable warning surfaces and required signing and pavement markings.

No additional R/W is anticipated. Utility coordination and adjustment is required and will be evaluated for reimbursement based on the final design.

Reason for Supplement and supporting engineering and/or cost analysis:

**1.** Clarify existing limits along Oak Street as well as along CR 25. Reduce the scope of the project, as the improvements at the intersection of CR 25 at Griffin Avenue will be completed via Lake County as a separate, locally funded project.

**2.** Pursuant to **Paragraph 4.0 Project Estimate and Disbursement Schedule** and **Exhibit "A"** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for design that includes the authorized and encumbered Federal funding for the project shall be reduced to an amount equal to the Agency's consultant contract award amount of $140,380.00. The reduction of $19,185.00 to the contract award amount is as a result of the removal of the intersection improvements.

**3.** Section 5.04 of the original Agreement referenced above is hereby deleted and replaced by the following:

**5.04 Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards

provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

7. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**4.** Exhibit 1, Federal Financial Assistance (Single Audit Act), of the original Agreement referenced above is hereby deleted and replaced by Exhibit 1, attached to this Amendment.

## ADJUSTED EXHIBIT B SCHEDULE OF FUNDING



| SUPPLEMENTAL NO. 2 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | FPN 433200-1-38-01 |
|---|---|---|
| DUNS NO. 80-939-7102 | | CONTRACT NO. ARF90 |

| TYPE OF WORK By Fiscal Year | FUNDING | | | | |
|---|---|---|---|---|---|
| | (1) PREVIOUS TOTAL PROJECT FUNDS | (2) ADDITIONAL PROJECT FUNDS | (3) CURRENT TOTAL PROJECT FUNDS | (4) TOTAL AGENCY FUNDS | (5) TOTAL STATE & FEDERAL FUNDS |
| **Planning** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Planning Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Project Development & Environment (PD&E)** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total PD&E Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Design** | | | | | |
| FY: 2013-2014 | $36,000.00 | | $36,000.00 | | $36,000.00 |
| FY: 2014-2015 | $123,565.00 | ($19,185.00) | $104,380.00 | | $104,380.00 |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Design Cost | $159,565.00 | ($19,185.00) | $140,380.00 | $0.00 | $140,380.00 |
| **Right-of-Way** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Right-of-Way Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Construction** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Construction Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Construction Engineering and Inspection (CEI)** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total CEI Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Total Construction & CEI Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL COST OF THE PROJECT** | **$159,565.00** | **($19,185.00)** | **$140,380.00** | **$0.00** | **$140,380.00** |

| SUPPLEMENTAL NO.<br>2<br>DUNS NO.<br>80-939-7102 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br>**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | FPN<br>433200-1-38-01<br>CONTRACT NO.<br>ARF90 |
|---|---|---|

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY TOWN OF LADY LAKE

By:_____
Name:
Title:

Attest:_____
Name:
Title:

Date: _____

Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:_____
Name:
Title: Administrative Assistant

Date:_____

_____

See attached Encumbrance Form for date of funding approval by Comptroller.

# EXHIBIT 1

## FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

| | |
|---|---|
| **CFDA No.:** | 20.205 |
| **CFDA Title:** | Highway Planning and Construction<br>Federal-Aid Highway Program, Federal Lands Highway Program |
| **CFDA Program Site:** | https://www.cfda.gov/ |
| **Award Amount:** | **$140380.00** |
| **Awarding Agency:** | Florida Department of Transportation |
| **Award is for R&D:** | No |
| **Indirect Cost Rate:** | N/A |

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Centennial FDOT 1915 ★ 2015

# Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 9, 2015

Mr. Mike Burske
Town of Lady Lake
409 Fennell Boulevard
Lady Lake, FL 32159

**SUBJECT: LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT**
**FPN: 433200-1-38-01**
**Contract No.: ARF 90**
**Project: Villages Elementary Sidewalk Safety Improvements**

Dear Mr. Burske:

Please find enclosed the executed Supplemental Amendment #1 for the Local Agency Program Agreement for the project reference above, dated January 7, 2015. This supplemental amendment is adding additional funds for the increase for design services. Additional Federal Funds in the amount of $123,565.00 have been encumbered for the project.

If you have any questions, please call me at 386.943.5452.

Sincerely,

Lisa L. Buscher

Lisa L. Buscher
District Local Government Program Administrator

Enclosures
cc: Denise Lipscomb
Marcus Lisicki

| SUPPLEMENTAL NO. 1<br>DUNS NO. 80-939-7102 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br>**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | FPN 433200-1-38-01<br>CONTRACT NO. ARF 90 |
|---|---|---|

OLD LAP

The Florida Department of Transportation and the Town of Lady Lake desires to supplement the original Agreement entered into and executed on June 9, 2014 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

---

## PROJECT DESCRIPTION

Name Villages Elementary School Sidewalk Safety Improvements Length 0.83 miles

Termini Sidewalk improvements along the north side of Oak Street from Clay Avenue to CR 25 and along the west side of CR 25 from Oak Street to Griffin Avenue. Intersection improvements at CR 25 at Griffin Avenue

**Description of Work:**

This project includes the design of 5-ft wide sidewalk along the north side of Oak Street from Clay Avenue to CR 25 (1,020 ft) and along the west side of CR 25 from Oak Street to Griffin Avenue (3,350 ft). Drainage design will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and Mitered End Section (MES). Additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, curb ramps and pedestrian landings, the removal of an existing retaining wall, and the construction of gravity wall with guiderail. All crosswalk, sidewalks, and pedestrian ramps will adhere to current ADA standards. Improvements include detectable warning surfaces and required signing and pavement markings.

The project includes improvements at the intersection of CR 25 at Griffin Avenue. Improvements include installation of pedestrian signals, push button detectors, installation of traffic loops, updating traffic controller and signal timing to include new pedestrian phasing, and sidewalk connections to existing sidewalk. No additional R/W is anticipated. Utility coordination and adjustment is required and will be evaluated for reimbursement based on the final design.

**Reason for Supplement and supporting engineering and/or cost analysis:**

Add additional funding in the amount of $123,565.00 to cover the additional cost of the negotiated Design contract. The Department has agreed to encumber, in addition to the Agency's contract award amount of $151,024.00, the amount of $8,541 in Federal Aid authorized funds on the Design phase for potential participation in reimbursement of eligible additional costs directly associated with Design contract modifications. Said revision is reflected on the ADJUSTED EXHIBIT "B" SCHEDULE OF FUNDING, attached hereto and incorporated herein, as page 2.

To be considered for reimbursement with Federal Aid participation, the additional costs directly associated with Design contract modifications must comply with the eligible requirements documented in all Local Agency Program procedures. The Department and FHWA solely reserve the right to determine the extent of Federal Aid participation of all additional costs submitted by the Agency for reimbursement. The Agency acknowledges: (1) Full responsibility for payment of all additional costs directly associated with Design contract modifications in advance; and, (2) that the Department and FHWA are under no obligation to participate in said additional costs if they determine that said costs are not associated with eligible Design contract modifications. The Agency further agrees that the total funding, as may be supplemented in accordance with the terms and limitations of this paragraph, will constitute the maximum limiting amount eligible for reimbursement and no additional funding will be available for this project.

The length of the project has been updated from 0.650 miles to 0.83 miles to match the correct length in feet, which is 4,370 feet.

## ADJUSTED EXHIBIT B SCHEDULE OF FUNDING



| SUPPLEMENTAL NO. 1 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br>**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | FPN 433200-1-38-01 |
|---|---|---|
| DUNS NO. 80-939-7102 | | CONTRACT NO. ARF 90 |

OCD

| TYPE OF WORK By Fiscal Year | FUNDING | | | | |
|---|---|---|---|---|---|
| | (1) PREVIOUS TOTAL PROJECT FUNDS | (2) ADDITIONAL PROJECT FUNDS | (3) CURRENT TOTAL PROJECT FUNDS | (4) TOTAL AGENCY FUNDS | (5) TOTAL STATE & FEDERAL FUNDS |
| **Planning** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Planning Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Project Development & Environment (PD&E)** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total PD&E Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Design** | | | | | |
| FY: 2013-2014 | $36,000.00 | | $36,000.00 | | $36,000.00 |
| FY: 2014-2015 | | $123,565.00 | $123,565.00 | | $123,565.00 |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Design Cost | $36,000.00 | $123,565.00 | $159,565.00 | $0.00 | $159,565.00 |
| **Right-of-Way** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Right-of-Way Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Construction** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total Construction Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Construction Engineering and Inspection (CEI)** | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| FY: | | | | | |
| Total CEI Cost | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Total Construction & CEI Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL COST OF THE PROJECT** | **$36,000.00** | **$123,565.00** | **$159,565.00** | **$0.00** | **$159,565.00** |

| SUPPLEMENTAL NO. | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | FPN |
|---|---|---|
| 1 | **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT** | 433200-1-38-01 |
| DUNS NO. | | CONTRACT NO. |
| 80-939-7102 | | ARF 90 |

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY : TOWN OF LADY LAKE

By: Ruth Kussard
Name: Ruth Kussard
Title: mayor

Attest: Kristen Kollgaard
Name: Kristen Kollgaard
Title: Town manager / Town Clerk

Date: 11.17.14

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:
Name: Norma Mejias
Title: Administrative Assistant

Date: 1/7/15

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT " 1"

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** $ 159,565.00

**Compliance Requirement:**

**Allowable Activities**: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

TO: PG520EH@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARF90

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

OLD

---

Contract #ARF90 Contract Type: AH Method of Procurement: G
Vendor Name: TOWN OF LADY LAK
Vendor ID: VF591537624012
Beginning date of this Agmt: 06/09/14
Ending date of this Agmt: 06/09/16
Contract Total/Budgetary Ceiling: ct = $159,565.00

**********
Description:
Villages Elementary School at CR 25 3 Location

**********

```
ORG-CODE      *EO  *OBJECT *AMOUNT            *FIN PROJECT  *FCT  *CFDA
(FISCAL YEAR)      *BUDGET ENTITY             *CATEGORY/CAT YEAR
AMENDMENT ID       *SEQ.   *USER ASSIGNED ID  *ENC LINE(6S)/STATUS
**********************************************************************
```

Action: SUPPLEMENTAL Funds have been: APPROVED

```
55 053010541 *PD  *790089  *      123565.00 *43320013801  *215  *20.205
2015              *55100100                  *088849/15
S001              *00      *     1           *0002/04
----------------------------------------------------------------------
        TOTAL AMOUNT:    *$      123,565.00 *
----------------------------------------------------------------------
```

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/06/2015

J-9

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 16, 2015**

---

**SUBJECT:** Consideration of Approval for the Town to Accept and Sign the Amended Contract with Connelly & Wicker Inc. for Design Phase II of the Rolling Acres Sidewalk Project Funded Through the Safe Routes to School Grant

**DEPARTMENT: Parks and Recreation**

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**STAFF RECOMMENDED MOTION:** Approval for the Town to Accept and Sign the Amended Contract with Connelly & Wicker Inc. for Design Phase II of the Rolling Acres Sidewalk Project Funded Through the Safe Routes to School Grant

---

**SUMMARY:** The LAP Agreement with F.D.O.T District 5 has been changed regarding the scope of the project and this includes a change in the amount that is being invested in the design. The original design fee of **$151,023.53** has been reduced to **$140,379.99.** The intersection of C.R. 25 and Griffin Avenue was taken out of the project as Lake County decided to go ahead and complete this section, although they had originally asked the Town to incorporate it into our project. This contract price will be reimbursed by F.D.O.T. District 5. Please keep in mind that the Town may be responsible for any costs over this amount.

---

**FISCAL IMPACT: $140,379.99 - No-match grant funding**

**[ ] Capital Budget**
**[ ] Operating**
**[X] Other (grant funding)**

---

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

**[ ] Other**

**[ X] Support Documents (contract and e-mails)**

---

| | | |
|---|---|---|
| **DEPARTMENT HEAD** DB | **Submitted** 03/09/15 | **Date** 03/12/15 |
| **HR** | **Approved as to Form** | **Date** |
| **FINANCE DEPARTMENT** JRM | **Approved as to Budget Requirements** | **Date** 3/9/15 |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3/16/15 | **Date** 3/10/15 |

**COMMISSION ACTION:**

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

**[ ] Continued to Date Certain** **[ ] Approved with Modification**

Connelly & Wicker Inc.
Planning · Engineering · Landscape Architecture

January 23, 2015

Ms. Kristen Kollgaard
Town Manager
Town of Lady Lake
409 Fennel Boulevard, FL 32159

Re: Amended Contract for Professional Engineering Services
Safe Routes to School Sidewalk, Ph. 2,
RFQ No. 2014-0001

Dear Ms. Kollgaard:

Connelly & Wicker Inc. (CWI) is pleased to provide the Town of Lady Lake the following amended fee estimate for Professional Engineering Services for the design and permitting of the Safe Routes to School (SRTS) sidewalk improvements located along CR 25 and Oak Street, within the Town of Lady Lake. Connelly & Wicker was informed on January 14th, 2015 by Mike Burske of the Town of Lady Lake and confirmed by Seth Lynch of the Lake County Public Works that a portion of our original Scope of Services had been recently implemented by Lake County staff. More specifically, pedestrian features located along the west-side of the CR 25 and Griffin Road intersection have been constructed including a dedicated pedestrian signal, ADA compliant pedestrian ramps and associated pavement markings.

In light of these improvements Connelly & Wicker has amended their fees to reflect the reduction in our previously contracted Scope of Services. In summary the following design elements have been eliminated or reduced form our original fee:

- Eliminate Signal Timing Analysis and Pedestrian Signal at the CR 25 / Griffin Road intersection by GMB Engineering ($9,078.83)
- Reduction in the number of Subsurface Utility Engineering (SUE) cost to eliminate efforts at the CR 25 / Griffin Road intersection by Lochrane Survey ($750.00)
- Reduction in Roadway Plans production and Signing & Pavement Markings Analysis at the CR 25 / Griffin Road intersection. ($814.71)

With these scope items removed from the original contract the updated total fee for the amended contract is $140,379.99. If this proposal meets with your approval, please execute both copies and return one copy for our files. We look forward to the opportunity of working with you on this project.

Sincerely,
Connelly & Wicker Inc.

Richard C. Welch, P.E.
President

10060 Skinner Lake Drive · Suite 500 · Jacksonville, FL 32246-7471 · phone 904.265.3030 · fax 904.265.3031 · www.cwieng.com
Jacksonville - Orlando, Florida

# Terms and Conditions of the Agreement

Contract Terms: Connelly & Wicker, Inc. enter into a Lump Sum Contract with Town of Lady Lake where the scope of services is definable and a fixed fee has been established.

Payment Schedule: Payment will be due upon receipt of invoices which will be sent upon completion of each phase.

- If payment is not received within 90 days from the date of invoice all work on the project may cease until payment is made.
- In the event of non-payment Connelly & Wicker Inc. may, without waiving any claim or right against Town of Lady Lake, terminate the performance of the service.
- In the event any portion or all of an account remains unpaid 90 days after billing Town of Lady Lake will pay all costs of collection, including reasonable attorney's fees.

Termination: This Agreement may be terminated for cause by either party upon thirty (30) days written notice. In the event of termination, Connelly & Wicker, Inc. shall be compensated for services performed through the effective date of such written notice of termination. If the Project is suspended for more than thirty (30) consecutive days, Connelly & Wicker, Inc. shall be compensated for services performed through receipt of written notice of such suspension.

Applicable Laws: This agreement will be governed by the laws of the State of Florida and venue will be set in Lake County, Florida.

Authorized Representative of Connelly & Wicker Inc.

By: Richard C. Welch, President

1/23/15
Date:

Authorized Representative of the Town of Lady Lake

By:

Date:

Attachment: Fee Sheet

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Town of Lady Lake SRTS Sidewalk - Phase II
County: Town of Lady Lake
FPN: 433200-1-38-01
FAP No.: 1/9/1900

Consultant Name: Connelly & Wicker
Consultant No.: TBD
Date: 1/23/2015
Estimator: PH

| Staff Classification | Total Staff Hours From "SH Summary - | Project Manager $57.70 | Project Engineer $51.47 | Senior Engineer $44.25 | Engineer Technician $27.00 | Staff Classification 5 $0.00 | Staff Classification 6 $0.00 | Staff Classification 7 $0.00 | Staff Classification 8 $0.00 | Staff Classification 9 $0.00 | Staff Classification 10 $0.00 | Staff Classification 11 $0.00 | Staff Classification 12 $0.00 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3. Project General and Project Common Tasks | 68 | 34 | 27 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 68 | $3,861 | $53.84 |
| 4. Roadway Analysis | 541 | 0 | 108 | 216 | 216 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 540 | $20,949 | $38.79 |
| 5. Roadway Plans | 129 | 0 | 0 | 13 | 116 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 129 | $3,707 | $28.74 |
| 6. Drainage Analysis | 23 | 0 | 0 | 18 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | $932 | $40.50 |
| 7. Utilities | 49 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8. Environmental Permits, Compliance & Clearances | 47 | 0 | 0 | 47 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47 | $2,080 | $44.25 |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 21 | 0 | 0 | 6 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21 | $671 | $31.93 |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 113 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LIDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 991 | 34 | 135 | 307 | 352 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 828 | | |
| **Total Staff Cost** | | $1,961.80 | $6,948.45 | $13,584.75 | $9,504.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $31,999.00 | $38.65 |

Check = $31,999.00

Survey Field Days by Subconsultant
4 - Person Crew.

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

| | | | |
|---|---|---|---|
| SALARY RELATED COSTS: | | | $31,999.00 |
| OVERHEAD: | 163.20% | | $52,222.37 |
| OPERATING MARGIN: | 26% | | $8,319.74 |
| FCCM (Facilities Capital Cost Money): | 0.118% | | $37.76 |
| EXPENSES: | 4.27% | | $1,366.96 |
| Survey (Field - If by Prime) 19 | days @ 4-man crew | $ - / day | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$93,945.23** |
| Subconsultant: Lochrane - Topo & R/W Survey and SUE | | | $36,800.00 |
| Subconsultant: Lochrane - Utility Coor. | | | $4,078.76 |
| Subconsultant: EGS - Geotechnical | | | $2,500.00 |
| Subconsultant: Valerian Group - Public Information | | | $1,056.00 |
| Subconsultant: Buckman Landscape Architecture | | | $2,000.00 |
| Subconsultant: Sub 8 | | | $0.00 |
| Subconsultant: Sub 9 | | | $0.00 |
| Subconsultant: Sub 10 | | | $0.00 |
| Subconsultant: Sub 11 | | | $0.00 |
| Subconsultant: Sub 12 | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$140,379.99** |
| Geotechnical Field and Lab Testing | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$140,379.99** |
| Optional Services | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | **$140,379.99** |

# Project Activity 3: General Tasks

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 3.1 | Public Involvement | | 1 | 4 | 4 | Attend Commission Meeting |
| 3.1.1 | Community Awareness Plan | LS | 1 | 0 | 0 | N/A |
| 3.1.2 | Notifications | LS | 1 | 0 | 0 | N/A |
| 3.1.3 | Prepare Mailing Lists | LS | 1 | 0 | 0 | N/A |
| 3.1.4 | Median Modification Letters | LS | 1 | 0 | 0 | N/A |
| 3.1.5 | Driveway Modification Letters | LS | 1 | 0 | 0 | N/A |
| 3.1.6 | Newsletters | LS | 1 | 0 | 0 | N/A |
| 3.1.7 | Renderings and Fly Throughs | LS | 1 | 0 | 0 | N/A |
| 3.1.8 | PowerPoint Presentation | LS | 1 | 0 | 0 | N/A |
| 3.1.9 | Public Meeting Preparations | LS | 1 | 4 | 4 | Allocate 1 Public Meeting |
| 3.1.10 | Public Meeting Attendance/Followup | LS | 1 | 4 | 4 | Allocate 1 Public Meeting |
| 3.1.11 | Other Agency Meetings | LS | 1 | 0 | 0 | N/A |
| 3.1.12 | Web Site | LS | 1 | 0 | 0 | N/A |
| | 3.1 Public Involvement Subtotal | | | | 8 | |
| 3.2 | Joint Project Agreements | EA | 0 | 0 | 0 | N/A |
| 3.3 | Specifications Package Preparation | LS | 1 | 12 | 12 | This task includes the time for assembling the Specifications Package. Hours for Technical Special Provisions and/or Modified Special Provisions are included in each Activity. |
| 3.4 | Contract Maintenance and EDMS | LS | 1 | 20 | 20 | Includes project management efforts for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. (LS based on initial set-up estimated at 8 hrs and 1 hrs per month x 6 mo. for update/maintenance). Prepare and review of Bid Documents. |
| 3.5 | Value Engineering (Multi-Discipline Team) Review | LS | 1 | 0 | 0 | N/A |
| 3.6 | Prime Consultant Project Manager Meetings | LS | 1 | 18 | 18 | See listing below |
| 3.7 | Plans Update | LS | 1 | 0 | 0 | N/A |

## Project Activity 3: General Tasks

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 3.8 | Post Design Services | LS | 1 | 0 | 0 | Not provided through LAP Agreement btwn. FDOT and Lady Lake |
| 3.9 | Electronic/Digital Delivery | LS | 1 | 10 | 10 | = 8 * (8/100)(# of sheets) |
| 3.10 | Risk Assessment Workshop | LS | 1 | 0 | 0 | N/A |
| 3.11 | Railroad, Transit, and/or Airport Coordination | LS | 1 | 0 | 0 | N/A |
| 3.12 | Other Project General Tasks | LS | 1 | 0 | 0 | N/A |
| | 3. Project General and Project General Tasks Total | | | | 68 | |

**3.5 - List of Project Manager Meetings**

| | | | | |
|---|---|---|---|---|
| Roadway Analysis | EA | 3 | 2 | 6 |
| Drainage | EA | 2 | 2 | 4 |
| Utilities | EA | 2 | 2 | 4 |
| Environmental | EA | 1 | 2 | 2 |
| Structures | EA | 0 | 0 | 0 |
| Signing & Pavement Marking | EA | 1 | 2 | 2 |
| Signalization | EA | 0 | 0 | 0 |
| Lighting | EA | 0 | 0 | 0 |
| Landscape Architecture | EA | 0 | 0 | 0 |
| Survey | EA | 0 | 0 | 0 |
| Photogrammetry | EA | 0 | 0 | 0 |
| ROW & Mapping | EA | 0 | 0 | 0 |
| Terrestrial Mobile LiDAR | EA | 0 | 0 | 0 |
| Architecture | EA | 0 | 0 | 0 |
| Noise Barriers | EA | 0 | 0 | 0 |
| ITS Analysis | EA | 0 | 0 | 0 |
| Geotechnical | EA | 0 | 0 | 0 |
| Progress Meetings | EA | 0 | 0 | 0 |
| Phase Reviews | EA | 0 | 0 | 0 |
| Field Reviews | EA | 0 | 0 | 0 |
| Total Project Manager Meetings | | 9 | | 18 |

Carries to 3.6

**Notes:**

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**

## Project Activity 3: General Tasks

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | | | Comments |
|---|---|---|---|---|---|---|---|---|

3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

# Project Activity 4: Roadway Analysis

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 4.1 | Typical Section Package | LS | 0 | 0 | 0 | N/A |
| 4.2 | Pavement Type Selection Report | LS | 0 | 0 | 0 | N/A |
| 4.3 | Pavement Design Package | LS | 0 | 0 | 0 | N/A |
| 4.4 | Cross-Slope Correction | LS | 0 | 0 | 0 | N/A |
| 4.5.1 | Horizontal /Vertical Master Design Files | LS | 1 | 166 | 166 | Lower Range Projects: 200-280 hours up to first mile. Project Length approximately 0.83 miles = 0.83*200 = 166 Hours |
| 4.5.2 | Horizontal /Vertical Master Design Files (skeletal plans) | LS | 0 | 0 | 0 | N/A |
| 4.6 | Access Management | LS | 0 | 0 | 0 | N/A |
| 4.7 | Cross Section Design Files | LS | 1 | 166 | 166 | Includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, .tin file, .dat file, input files, criteria files, cross section .dgn files, cross section refinement (non-automated modification), placement of utilities, soil boxes, R/W lines, earthwork calculations, etc. Cross Sections every 25 feet for EW and R/W Tie-ins. 1 XS at each drainage location for impact assessment (10 locations). FDOT Staff Hour Range for Lower Ranged with 25ft cross section spacing: 160 - 440 hours per mile. 0.83*200=166 |
| 4.8 | Traffic Control Analysis | LS | 1 | 20 | 20 | (Level I) Reference Plans Preparation Manual. Includes analysis for TCP, lane closure analysis, and creating any Miscellaneous Traffic Control Sheets (general notes, minor details, typical sections and quantities). No detailed phase drawings required. Standard Indexes are referenced. FDOT Range for Lower End Projects: 16-50 hours. |
| 4.9 | Master TCP Design Files | LS | 0 | 0 | 0 | N/A |
| 4.10 | Design Variations and Exceptions | LS | 0 | 0 | 0 | N/A |
| 4.11 | Design Report | LS | 1 | 16 | 16 | Maintaining design book of applicable criteria |
| 4.12 | Quantities | LS | 1 | 80 | 80 | Project requires the summary of quantities (Suggested Range for Lower Ranged Projects: 80-300 hrs) |

## Project Activity 4: Roadway Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 4.13 | Cost Estimate | LS | 1 | 16 | 16 | Preparing an initial cost estimate, and updating as necessary. Develop Estimate and 1 update |
| 4.14 | Technical Special Provisions | LS | 0 | 0 | 0 | N/A |
| 4.15 | Other Roadway Analysis | LS | 0 | 0 | 0 | N/A |
| | **Roadway Analysis Technical Subtotal** | | | | **464** | |
| 4.16 | Field Reviews | LS | 1 | 32 | 32 | 2 people at 8 hours per review for 2 reviews (pre & post 90%) = 32 hours |
| 4.17 | Technical Meetings | LS | 1 | 6 | 6 | Review with Town of Lady Lake Reviewer post 90% |
| 4.18 | Quality Assurance/Quality Control | LS | % | 3% | 14 | Includes producing and implementation of QA/QC plan. Also includes Sub-consultant review, response to comments and any resolution meetings if required, assembly of plans for submittals for reviews, etc. (LS based on 5-10% of technical subtotal). |
| 4.19 | Independent Peer Review | LS | % | 0% | 0 | |
| 4.20 | Supervision | LS | % | 3% | 14 | |
| | **Roadway Analysis Nontechnical Subtotal** | | | | **66** | |
| 4.21 | Coordination | LS | % | 2% | 11 | Includes all efforts to coordinate with all disciplines of the project team, including subconsultants, to produce a final set of construction documents. (LS based on 2-3% of all the above tasks.) |
| | **4. Roadway Analysis Total** | | | | **541** | |

# Project Activity 4: Roadway Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | **Technical Meetings** | | | | | |
| | Typical Section | EA | 0 | 0 | 0 | |
| | Pavement | EA | 0 | 0 | 0 | |
| | Access Management | EA | 0 | 0 | 0 | |
| | 15% Line and Grade | EA | 0 | 0 | 0 | |
| | Driveways | EA | 0 | 0 | 0 | |
| | Local Governments (cities, counties, MPO) | EA | 0 | 0 | 0 | |
| | Work Zone Traffic Control | EA | 0 | 0 | 0 | |
| | 30/60/90/100% Comment Review Meetings | EA | 1 | 6 | 6 | |
| | Other Meetings | EA | 0 | 0 | 0 | |
| | **Subtotal Technical Meetings** | | | | **6** | |
| | Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | |
| | Phase Review Meetings | EA | 0 | 0 | 0 | |
| | **Total Meetings** | | | | **6** | |
| | | | | | Carries to 4.17 | |

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# Project Activity 5: Roadway Plans

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.1 | Key Sheet | | Sheet | 1 | 4 | 1 | 4 | |
| 5.2 | Summary of Pay Items Including Quantity Input | | Sheet | 1 | 0 | 0 | 0 | N/A |
| 5.3 | Drainage Map (Including Interchanges) | | Sheet | 1 | 0 | 0 | 0 | N/A |
| 5.4 | Typical Section Sheets | | | | | | | |
| 5.4.1 | Typical Sections | | EA | 4 | 3 | | 12 | 4 Total Typical Sections |
| 5.4.2 | Typical Section Details | | EA | 0 | 0 | | 0 | N/A |
| 5.5 | General Notes/Pay Item Notes | | Sheet | 1 | 4 | 1 | 4 | General Notes, Utility Notes, Survey Notes |
| 5.6 | Summary of Quantities | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.7 | Box Culvert Data Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.8 | Bridge Hydraulics Recommendation Sheets | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.9 | Summary of Drainage Structures | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.10 | Optional Pipe/Culvert Material | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.11 | Project Layout | | Sheet | 0 | 0 | 0 | 0 | N/A (Project Geometry shown on Plan Sheets) |
| 5.12 | Plan/Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.13 | Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.14 | Plan Sheet | 20 | Sheet | 15 | 3 | 15 | 45 | 20 Scale, Double Stacked. Each Panel is to be considered as 1 sheet. Total Project Length is 4370 LF at 280 LF per panel = 16 Panels |
| 5.15 | Special Profile | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.16 | Back-of-Sidewalk Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.17 | Interchange Layout Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |

# Project Activity 5: Roadway Plans

| Task No. | Task | Staff | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.18 | Ramp Terminal Details (Plan View) | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.19 | Intersection Layout Details | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.20 | Special Details | | EA | 0 | 0 | | 0 | N/A |
| 5.21 | Drainage Structure Sheet (Per Structure) | | EA | 0 | 0 | | 0 | N/A (to be detailed on Plan Sheets) |
| 5.22 | Miscellaneous Drainage Detail Sheets | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.23 | Lateral Ditch Plan/Profile | | Sheet | 0 | 0 | 0 | 0 | N/A (to be shown on Plan Sheets) |
| 5.24 | Lateral Ditch Cross Sections | | EA | 0 | 0 | | 0 | N/A (to be shown on Roadway XS) |
| 5.25 | Retention/Detention Ponds Detail Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.26 | Retention Pond Cross Sections | | EA | 0 | 0 | | 0 | N/A |
| 5.27 | Cross-Section Pattern Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.28 | Roadway Soil Survey Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.29 | Cross Sections | | EA | 113 | 0.3 | | 34 | Cross Sections for EW, ADA D/W Compliance and R/W Tie-ins (4370/50=87 Total). 1 XS at each drainage location for impact assessment (10 locations). Based on 50ft cross section spacing @ 80 - 220 hours per mile for lower range projects. FDOT Range = 0.25 to 0.5 hr per XS |
| 5.30 | Temporary Traffic Control Plan Sheets | | Sheet | 2 | 4 | 2 | 8 | Details for flagging operations on Oak & CR 25 |
| 5.31 | Temporary Traffic Control Cross Section Sheets | | EA | 0 | 0 | | 0 | N/A |
| 5.32 | Temporary Traffic Control Detail Sheets | | Sheet | 1 | 4 | 1 | 4 | Notes, Lane Closures, School Schedules |
| 5.33 | Utility Adjustment Sheets | | Sheet | 0 | 0 | 0 | 0 | N/A (shown on Plan Sheets) |
| 5.34 | Selective Clearing and Grubbing | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.35 | Erosion Control Plan | | Sheet | 0 | 8 | 0 | 8 | N/A |

# Project Activity 5: Roadway Plans

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.36 | SWPPP | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.37 | Project Network Control Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 5.38 | Environmental Detail Sheets | | LS | 0 | 0 | | 0 | N/A |
| 5.39 | Utility Verification Sheet (SUE Data) | | Sheet | 0 | 0 | 0 | 0 | N/A (SUE to be shown on Plan Sheets) |
| | Roadway Plans Technical Subtotal | | | | | 20 | 113 | |
| 5.40 | Quality Assurance/Quality Control | | LS | % | 5% | | 6 | includes producing and implementation of QA/QC plan. Also includes Sub-consultant review, response to comments and any resolution meetings if required, assembly of plans for submittals for reviews, etc. FDOT Range: on 5-10% of technical subtotal |
| 5.41 | Supervision | | LS | % | 3% | | 4 | Includes all effort required to supervise and coordinate plans production and Sub-consultant coordination. FDOT Range: 5-10% of technical subtotal. |
| | 5. Roadway Plans Total | | | | | 20 | 123 | |

# Project Activity 6: Drainage Analysis

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 6.1 | Determine Base Clearance Water Elevation | Per Basin | 0 | 0 | 0 | N/A |
| 6.2 | Pond Siting Analysis and Report | Per Basin | 0 | 0 | 0 | N/A |
| 6.3 | Design of Cross Drains | EA | 1 | 4 | 4 | All extensions and those new/replacement structures with no known scouring or flooding problems, needing minimal hydrologic effort. Range 4 to 6 hours. |
| 6.4 | Design of Ditches | Per Ditch Mile | 0 | 0 | 0 | N/A |
| 6.5 | Design of Stormwater Management Facility (Offsite or Infield Pond) | EA | 0 | 0 | 0 | N/A |
| 6.6 | Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) | Per Cell | 0 | 0 | 0 | N/A |
| 6.7 | Design of Flood Plain Compensation | Per Flood-plain Basin | 0 | 0 | 0 | N/A |
| 6.8 | Design of Storm Drains | EA | 4 | 2 | 8 | Filling ditches; using back of S/W inlets (3). Use back of sidewalk inlet at cross drain. (FDOT Range: 2 to 3 hours per inlet) |
| 6.9 | Optional Culvert Material | LS | 0 | 0 | 0 | N/A |
| 6.10 | French Drain Systems | Per Cell | 0 | 0 | 0 | N/A |
| 6.11 | Drainage Wells | EA | 0 | 0 | 0 | N/A |
| 6.12 | Drainage Design Documentation Report | LS | 0 | 0 | 0 | N/A |
| 6.13 | Bridge Hydraulic Report | EA | 0 | 0 | 0 | N/A |
| 6.14 | Temporary Drainage Analysis | LS | 0 | 0 | 0 | N/A |
| 6.15 | Cost Estimate | LS | 0 | 0 | 0 | N/A |
| 6.16 | Technical Special Provisions | LS | 0 | 0 | 0 | N/A |
| 6.17 | Other Drainage Analysis | LS | 1 | 8 | 8 | Drainage accommodation at Griffin & Fennell |

# Project Activity 6: Drainage Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | Drainage Analysis Technical Subtotal | | | | 20 | |
| 6.18 | Field Reviews | LS | 1 | 0 | 0 | N/A |
| 6.19 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 6.20 | Quality Assurance/Quality Control | LS | % | 5% | 1 | |
| 6.21 | Independent Peer Review | LS | % | 0% | 0 | |
| 6.22 | Supervision | LS | % | 5% | 1 | |
| | Drainage Analysis Nontechnical Subtotal | | | | 2 | |
| 6.23 | Coordination | LS | % | 3% | 1 | |
| | 6. Drainage Analysis Total | | | | 23 | |

| Technical Meetings | | | | |
|---|---|---|---|---|
| Base Clearance Water Elevation | EA | 0 | 0 | 0 |
| Pond Siting | EA | 0 | 0 | 0 |
| Agency | EA | 0 | 0 | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 |
| FDOT Drainage | EA | 0 | 0 | 0 |
| Other Meetings | EA | 0 | 0 | 0 |
| Subtotal Technical Meetings | | | | 0 |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 |
| Phase Review Meetings | EA | 0 | 0 | 0 |
| Total Meetings | | | | 0 |

Carries to 6.19

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# Project Activity 7: Utilities

Estimator: L.Horn

Safe Routes to School (SRTS) Sidewalk Phase 2, Town of Lady Lake, RFQ No.2014-0001

433200-1-38-01

| Task No. | Task | Units | No. of Units | Hours / Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 7.1 | Kickoff Meeting | LS | 1 | 1 | 1 | 1hr via conf call with engineer/team to review project information. |
| 7.2 | Identify Existing UAO(s) | LS | 1 | 1 | 1 | Create (2) Design Tickets - (10 UAO's) [CenturyLink, City of Leesburg (Comm/Elec/FOC/Gas/W/WW), Comcast, Duke Energy(D), Duke Energy (T), Hotwire Comm, MDU PRO, SECO, The Town of Lady Lake, Water Oak Utility] |
| 7.3 | Make Utility Contacts | LS | 1 | 10 | 10 | 10 UAO's x 1hr each x 1 Contact to gather markups and/or plans of their facilites within the project limits, noting (3) specific areas of concern |
| 7.4 | Exception Coordination | LS | 0 | 0 | 0 | N/A |
| 7.5 | Preliminary Utility Meeting | LS | 0 | 0 | 0 | N/A |
| 7.6 | Individual/Field Meetings | LS | 1 | 4 | 4 | (3hrs) Travel Time + (1hr) Duration (1) Meeting with UAO's and/or Town of Lady Lake |
| 7.7 | Collect and Review Plans and Data from UAO(s) | LS | 1 | 10 | 10 | 1 hr (10 UAO's) To review markups and/or plans submitted by the UAO's |
| 7.8 | Subordination of Easements Coordination | LS | 0 | 0 | 0 | N/A |
| 7.9 | Utility Design Meeting | LS | 0 | 0 | 0 | N/A |
| 7.10 | Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements | LS | 0 | 0 | 0 | N/A |
| 7.11 | Utility Coordination/Follow-up | LS | 1 | 20 | 20 | 10 UAO's x 2 hrs |
| 7.12 | Utility Constructability Review | LS | 0 | 0 | 0 | N/A |
| 7.13 | Additional Utility Services | LS | 0 | 0 | 0 | N/A |
| 7.14 | Processing Utility Work by Highway Contractor (UWHC) | LS | 0 | 0 | 0 | N/A |
| 7.15 | Contract Plans to UAO(s) | LS | 0 | 0 | 0 | N/A |

## Project Activity 7: Utilities

| | | | | | | |
|---|---|---|---|---|---|---|
| 7.16 | Certification/Close-Out | LS | 1 | 3 | 3 | Provide markup and/or plan sheets from the UAO's, Utility Status Report, and a letter stating the disposition of any UAO found to have possible conflict(s) with the (3) areas discribed by Phil Hursh, per phone conversation 9/2/14. (Please note that this scope does not include any additional relocation coordination between the UAO and the Town of Lady Lake, or it's contractor.) |
| 7.17 | Other Utilities | LS | 0 | 0 | 0 | N/A |
| | | | | 7. Utilities Total | 49 | |

## Project Activity 7: Utilities

| Technical Meetings | | |
|---|---|---|
| Kickoff | EA | 1 |
| Preliminary Meeting | EA | 0 |
| Individual UAO Meetings | EA | 0 |
| Field Meetings | EA | 1 |
| Design Meeting | EA | 0 |
| Other Meetings | EA | 0 |
| Total Technical Meetings | | 2 |

# Project Activity 8: Environmental Permits

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | **Environmental Permits: Compliance and Clearances** | | | | | |
| 8.1 | Preliminary Project Research | LS | 1 | 0 | 0 | N/A |
| | **Permits** | | | | | |
| 8.2 | Complete Permit Involvement Form | LS | 1 | 0 | 0 | N/A |
| 8.3 | **Field Work** | | | | | |
| 8.3.1 | Pond Site Alternatives | LS | 1 | 0 | 0 | N/A |
| 8.3.2 | Establish Wetland Jurisdictional Lines and Assessments | LS | 1 | 0 | 0 | N/A |
| 8.3.3 | Species Surveys | LS | 1 | 0 | 0 | N/A |
| 8.3.4 | Archeological | LS | 1 | 0 | 0 | N/A |
| 8.4 | Agency Verification of Wetland Data | LS | 1 | 0 | 0 | N/A |
| 8.5 | **Complete And Submit All Required Permit Applications** | | | | | |
| 8.5.1 | Complete and Submit All Required Wetland Permit Applications | LS | 1 | 0 | 0 | N/A |
| 8.5.2 | Complete and Submit All Required Species Permit Applications | LS | 1 | 0 | 0 | N/A |
| 8.6 | Prepare Dredge and Fill Sketches (as needed) | LS | 1 | 0 | 0 | N/A |
| 8.7 | Prepare USCG Permit Sketches | LS | 1 | 0 | 0 | N/A |
| 8.8 | Prepare Water Management District Right-of-Way Occupancy Sketches | LS | 1 | 0 | 0 | N/A |
| 8.9 | Prepare Coastal Construction Control Line (CCCL) Permit Application | LS | 1 | 0 | 0 | N/A |
| 8.10 | Prepare Tree Permit Information | LS | 1 | 0 | 0 | N/A |
| 8.11 | Mitigation Design | LS | 1 | 0 | 0 | N/A |
| 8.12 | Mitigation Coordination and Meetings | LS | 1 | 0 | 0 | N/A |

# Project Activity 8: Environmental Permits

| Task No. | Task | Units | No. of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 8.13 | Other Environmental Permits | LS | 1 | 40 | 40 | Stormwater Resource Permit (Rule 40C-42) for filling in open system with closed system. No anticipated wetland impacts. This includes Application Prep of Sections A, C & H; Required Aerial, Soil Resource Maps and Pre/Post Drainage maps |
| | Environmental Clearances/Reevaluations | | | | | |
| 8.14 | **Technical support to Department for Environmental Clearances and Reevaluations** | | | | | |
| 8.14.1 | NEPA or SEIR Reevaluation | LS | 1 | 0 | 0 | |
| 8.14.2 | Archaeological and Historical Features | LS | 1 | 0 | 0 | |
| 8.14.3 | Wetland Impact Analysis | LS | 1 | 0 | 0 | |
| 8.14.4 | Essential Fish Habitat | LS | 1 | 0 | 0 | |
| 8.14.5 | Wildlife and Habitat Impact Analysis | LS | 1 | 0 | 0 | |
| 8.14.6 | Section 7 or Section 10 Consultation | LS | 1 | 0 | 0 | |
| 8.15 | **Preparation of Environmental Clearances and Reevaluations** | | | | | |
| 8.15.1 | NEPA or SEIR Reevaluation | LS | 1 | 0 | 0 | |
| 8.15.2 | Archaeological and Historical Features | LS | 1 | 0 | 0 | |
| 8.15.3 | Wetland Impact Analysis | LS | 1 | 0 | 0 | |
| 8.15.4 | Wildlife and Habitat Impact Analysis | LS | 1 | 0 | 0 | |
| 8.15.5 | Section 7 or Section 10 Consultation | LS | 1 | 0 | 0 | |
| 8.16 | Contamination Impact Analysis | LS | 1 | 0 | 0 | |
| 8.17 | Asbestos Survey | LS | 1 | 0 | 0 | |
| | Environmental Permits, Consultants, and Clearances/Reevaluations Technical Subtotal | | | | 4 | |
| 8.18 | Technical Meetings | LS | 1 | 4 | 4 | Meetings are listed below |
| 8.19 | Quality Assurance/Quality Control | LS | % | 2% | 1 | |
| 8.20 | Supervision | LS | % | 3% | 1 | |
| | Environmental Permits, Consultants, and Clearances Nontechnical Subtotal | | | | 6 | |

## Project Activity 8: Environmental Permits

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 8.21 | Coordination | LS | % | 3% | 1 | |
| | 8. Environmental Permits, Coordination and Observation Total | | | | 47 | |

| Technical Meetings | | | | | |
|---|---|---|---|---|---|
| WMD | EA | 1 | 4 | 4 | Pre Application Coordinaiton Meeting |
| NMFS | EA | 0 | 0 | 0 | |
| ACOE | EA | 0 | 0 | 0 | |
| USCG | EA | 0 | 0 | 0 | |
| USFWS | EA | 0 | 0 | 0 | |
| FFWCC | EA | 0 | 0 | 0 | |
| FDOT | EA | 0 | 0 | 0 | |
| Other Meetings | EA | 0 | 0 | 0 | |
| Subtotal Technical Meetings | | | | 4 | |
| Progress Meetings | EA | 0 | 0 | 0 | |
| Phase Review Meetings | EA | 0 | 0 | 0 | |
| Total Meetings | | | | 4 | |

Carries to 8.18

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 19.1 | Traffic Data Analysis | LS | 0 | 0 | 0 | N/A |
| 19.2 | No Passing Zone Study | LS | 0 | 0 | 0 | N/A |
| 19.3 | Reference and Master Design File | LS | 1 | 18 | 18 | Includes design and layout of signs and cross walks markings; efforts required for drafting, clean up in roadway plan sheet. 3 hours per crosswalk for 4 cross walks (Teague Trail, Oak St., Post Office, Fennell ). Existing Sign Inventory input into master design and relocation/removal/replace plan (6 hours) |
| 19.4 | Multi-Post Sign Support Calculations | EA | 0 | 0 | 0 | N/A |
| 19.5 | Sign Panel Design Analysis | EA | 0 | 0 | 0 | N/A |
| 19.6 | Sign Lighting/Electrical Calculations | EA | 0 | 0 | 0 | N/A |
| 19.7 | Quantities | LS | 0 | 0 | 0 | N/A |
| 19.8 | Cost Estimate | LS | 0 | 0 | 0 | N/A |
| 19.9 | Technical Special Provisions | LS | 0 | 0 | 0 | N/A |
| 19.10 | Other Signing and Pavement Marking | LS | 0 | 0 | 0 | N/A |
| | Signing and Pavement Marking Analysis Technical Subtotal | | | | 18 | |
| 19.11 | Field Reviews | LS | 1 | 0 | 0 | N/A |
| 19.12 | Technical Meetings | LS | 0 | 0 | 0 | N/A |
| 19.13 | Quality Assurance/Quality Control | LS | % | 3% | 1 | Includes producing and implementation of QA/QC plan. Includes review of sub-consultant work, verify comments are addressed, assembly of plans for submittals, etc. (Based on 5-10% of technical subtotal). |
| 19.14 | Independent Peer Review | LS | % | 0% | 0 | N/A |
| 19.15 | Supervision | LS | % | 3% | 1 | Includes effort to supervise all technical design analysis. (Based on 5-10% of technical subtotal). |
| | Signing and Pavement Marking Analysis Nontechnical Subtotal | | | | 2 | |

# Project Activity 19: Signing and Pavement Marking Analysis

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 19.16 | Coordination | LS | % | 3% | 1 | Includes contacts and coordination with survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, incorporating sheets and/or preferences. Based on 2-5% of all the above tasks |
| | 19. Signing and Pavement Marking Analysis Total | | | | 21 | |

| Technical Meetings | | | | |
|---|---|---|---|---|
| Sign Panel Design | EA | 0 | 0 | 0 |
| Queue Length Analysis | EA | 0 | 0 | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 |
| Other Meetings | EA | 0 | 0 | 0 |
| Subtotal Technical Meetings | | | | 0 |
| Progress Meetings | EA | 0 | 0 | 0 |
| Phase Review Meetings | EA | 0 | 0 | 0 |
| Total Meetings | | | | 0 |

Carries to 19.12

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Town of Lady Lake SRTS Sidewalk - Phase II
433200-1-38-01

| Task No. | Task | Scale | Units | No. of Units | Hours/Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 20.1 | Key Sheet | | Sheet | 0 | 0 | 0 | 0 | N/A - Negotiated Out (SPM on Rdwy Plans) |
| 20.2 | Summary of Pay Items Including TRNS•Port Input | | LS | 0 | 0 | | 0 | N/A |
| 20.3 | Tabulation of Quantities | | Sheet | 0 | 0 | 0 | 0 | N/A - Negotiated Out |
| 20.4 | General Notes/Pay Item Notes | | Sheet | 0 | 0 | 0 | 0 | N/A - Negotiated Out (SPM on Rdwy Plans) |
| 20.5 | Project Layout | | Sheet | 0 | 0 | 0 | 0 | N/A |
| 20.6 | Plan Sheet | 20 | Sheet | 0 | 0 | 0 | 0 | N/A - Negotiated Out (SPM on Rdwy Plans) |
| 20.7 | Typical Details | | EA | 0 | 0 | | 0 | N/A |
| 20.8 | Guide Sign Worksheet(s) | | EA | 0 | 0 | | 0 | N/A |
| 20.9 | Traffic Monitoring Site | | EA | 0 | 0 | | 0 | N/A |
| 20.10 | Cross Sections | | EA | 0 | 0 | | 0 | N/A |
| 20.11 | Special Service Point Details | | EA | 0 | 0 | | 0 | N/A |
| 20.12 | Special Details | | LS | 0 | 0 | | 0 | N/A |
| 20.13 | Interim Standards | | LS | 0 | 0 | | 0 | N/A |
| | Signing and Pavement Marking Plans Technical Subtotal | | | | | 0 | 0 | |
| 20.14 | Quality Assurance/Quality Control | | LS | % | 5% | | 0 | |
| 20.15 | Supervision | | LS | % | 5% | | 0 | |
| | 20. Signing and Pavement Marking Plans Total | | | | | 0 | 0 | |

# Project Activity 27: Survey

Estimated by: C.Leftakis
9/10/2014

Project: CR 25 from Oak St to Griffin Ave, Town of Lady Lake

Section
F.P. No.

| Task No. | Task | Units | Work Units | Man Days (Duration) | Man Days | Man Hours (Man Days x 8 hrs) | Man Days Cost | Other Direct Costs (Man Days x Other Direct Cost) | Total Cost (Man Days x Man Days Cost + Other Direct Cost) | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.01 | Horizontal Project Control (HPC) | | | | | | | | | |
| | 2-Lane Roadway | Mile | 12.00 | 0.13 | 1.50 | 0.00 | 0.00 | 6.00 | 9.00 | Set and observe 12 secondary horizontal control points with GPS |
| | Multi-lane Roadway | Points | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | Points | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.02 | Vertical PC / Bench Line | | | | | | | | | |
| | Primary | Mile | | | 0.00 | | 0.00 | | 0.00 | Assumed - three-wire benchrun for harmony - 300' to be added to all elevations |
| | Secondary | Mile | 1.00 | 1.00 | 1.00 | 0.00 | 0.00 | 4.00 | 4.00 | |
| | Interstate | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.03 | Alignment and Existing R/W Lines | | | | | | | | | Calculate apparent ROW lines within DTM areas as described in 27.06 based on local field evidence (including 2D location of pavement), last deed of record, record plats, existing right of way maps, and other evidence of record. No alignment retracement or right of way line determination is included in the scope of this project. Deliverable will be standard survey CADD file. |
| | | Mile | 0.88 | 3.41 | 3.00 | 0.00 | 0.00 | 6.00 | 18.00 | |
| 27.04 | Aerial Targets | | | Units/Day | | | | | | |
| | 2-Lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | Multi-lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.05 | Reference Points | "A" | | Units/Day | | | | | | |
| | 2-Lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | Reference the 12 above control point to 3 fixed, identifiable topographic features in field and draft in office - Deliverable will be RWDETL01.DGN CADD file including coordinate table |
| | Multi-lane Roadway | EA | 12.00 | 0.06 | 0.75 | 0.00 | 0.00 | 16.00 | 12.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| | Reference Points | "B" | | Units/Day | | | | | | N/A |
| | Non Alignment Points/Approximate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | Mile | 0.88 | 4.55 | 4.00 | 0.00 | 0.00 | 6.00 | 24.00 | DTM survey within the limits described below - Deliverable will be standard survey CADD and TIN files<br><br>1) The northerly or southerly side of Oak St (to be determined by the EOR) from Clay Ave to CR 25 from the EOP to the apparent ROW line (the opposite EOP of Oak Street will also be located in 2D)<br><br>2) The westerly side of CR 25 from Oak St to Fennell Blvd from the westerly edge of travel lane to the apparent westerly ROW line (includes drainage structures and details for the private businesses at the NW corner of CR 25 and Oak St as well as the woods line between US 27 and Fennell Blvd)<br><br>3) The NW and SW quadrants of the intersection of CR 25 and Griffin Ave 50 feet in all directions measured from the curb returns. The width along CR 25 will be from the center of pavement to the westerly apparent ROW line. The width along Griffin Ave will be the full apparent ROW. |

## Project Activity 27: Survey

| Task No. | Task | Units | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.07 | Planimetric (2D) | | | | | | | | | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | Included in 27.06 above |
| 27.08 | Roadway Cross-Sections/Profiles | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.09 | Side Street Surveys | | | | | | | | | |
| | | | | | | | | | | Included in 27.06 above |

## Project Activity 27: Survey

| Task No. | Task | Units | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.10 | Underground Utilities | | | | | | | | | Designate and survey locate approximately 2,375 LF (0.45 miles) of underground utilities within the limits described below - Deliverable will be standard survey CADD files<br><br>1) In front of the private businesses along the westerly side of CR 25 from Oak St to the northerly driveway (includes 1 vvh every 50' on each of 4 utilities for a total of 28 vvhs and detailing and locating gravity sanitary sewer manholes)<br><br>2) 50 feet on either side of the culvert crossing along the westerly side of CR 25 located between Oak St and US 27 (includes 1 vvh on each of 4 utilities for a total of 4 vvhs and detailing and locating gravity sanitary sewer manholes)<br><br>3) At the SW quandrant of CR 25 and Griffin Ave. |
| | Designates | Mile | 0.45 | 1.67 | 0.75 | 0.00 | 0.00 | 2.00 | 1.50 | |
| | Locates | Point | 32 | 0.15152 | 4.85 | 0.00 | 0.00 | 3.00 | 14.55 | |
| | Survey | | 30% | 5.60 | 1.70 | 0.00 | 0.00 | 4.00 | 6.82 | |
| | | | | | | | | | | |
| 27.11 | Outfall Survey | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.12 | Drainage Survey | | | Units/Day | | | | | | Included in 27.06 above |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.13 | Bridge Survey | | | | | | | | | Locate 14 piers directly adjacent to the westerly EOP under the US 27 bridge along the westerly side of CR 25 |
| | Minor / Major | EA | 14.00 | 0.02 | 0.25 | 0.00 | 0.00 | 12.00 | 3.00 | |
| | | | | | | | | | | |
| 27.14 | Channel Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.15 | Pond Site Survey | | | | | | | | | N/A |
| | | Acres | | | 0.00 | | 0.00 | | 0.00 | |
| 27.16 | Mitigation Survey | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.17 | Jurisdiction Line Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.18 | Geotechnical Support | | | Units/Day | | | | | | Locate 2 geotechnical borings as performed by others (no stake-out included) |
| | | EA | 2 | 8 | 0.25 | 0.00 | 0.00 | 12.00 | 3.00 | |
| 27.19 | Sectional / Grant Survey | | | | | | | | | N/A |
| | | Corner | | | 0.00 | | 0.00 | | 0.00 | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.20 | Subdivision Location | | | | | | | | | N/A |
| | | Block | | | 0.00 | | 0.00 | | 0.00 | |
| 27.21 | Maintained R/W | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.22 | Boundary Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.23 | Water Boundary Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |

## Project Activity 27: Survey

| Activity | Item | Units | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.24 | R/W Staking / R/W Line | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.25 | R/W Monumentation | | | | | | | | | |
| | | Point | | | 0.00 | | 0.00 | | 0.00 | N/A |

## Project Activity 27: Survey

| Task No. | Task | Units | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.26 | Line Cutting | | | | | | | | | |
| | | Mile | | | 0.00 | | | | | N/A |
| 27.27 | Work Zone Safety | | | | | | | | | |
| | | LS | 18.50 | 0 | 0.00 | | | | | N/A |
| 27.28 | Miscellaneous Surveys | | | | | | | | | |
| | | EA | 1.00 | 0.25 | 0.25 | 0.00 | 0.00 | 16.00 | 4.00 | Locate and measure the calipers of the trees in the patch of forest directly adjacent to the end of the guardrail along the westerly side of CR 25 just north of the US 27 bridge. |
| [illegible] | [illegible] | | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
| 27.29 | Supplemental Surveys | | | | | | | | | |
| | | | | | 0 | 0.00 | 0 | 0.00 | 0 | N/A |
| 27.30 | Document Research | Units | | | | | | | | |
| | | | | | | | | | 0 | N/A |
| 27.31 | Field Reviews | Units | | | | | | | | |
| | | | | | | | | | 0 | N/A |
| 27.32 | Technical Meetings | LS | | | | | | | | |
| | | | 0.00 | | | | | | 0 | N/A |
| 27.33 | Quality Control / Quality Assurance | LS | | | | | | | | |
| | | | | | | | | 5% | 5.03 | Sr. PSM |
| 27.34 | Supervision | LS | | | | | | | | |
| | | | | | | | | 5% | 5.03 | Sr. PSM |
| 27.35 | Coordination | LS | | | | | | | | |
| | | | | | | | | 3% | 3.00 | Sr. PSM |
| [illegible] | [illegible] | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |

5.432

| [illegible] | | | | |
|---|---|---|---|---|
| Kickoff Meeting with FDOT | EA | 0 | 0 | 0 |
| Baseline Approval Review | EA | 0 | 0 | 0 |
| Network Control Review | EA | 0 | 0 | 0 |
| Vertical Control Review | EA | 0 | 0 | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 |
| Final Submittal Review | EA | 0 | 0 | 0 |
| Other Meetings | EA | 0 | 0 | 0 |
| [illegible] | | | | |
| Progress Meetings | EA | 0 | 0 | 0 |
| Phase Review Meetings | EA | 0 | 0 | 0 |
| [illegible] | | | | |

Carries to 27.32

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

## Project Activity 27: Survey

| Task No. | Year | Date | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|---|---|---|---|

| Totals This Sheet | Total Crew and Office Hours/Days | Authorized | Supplemental |
|---|---|---|---|
| 4 Man Crew | 18.3 | 18.3 | 0.0 |
| Senior Survayor & Mapper | 21.3 | 21.3 | 0.0 |
| Surveyor & Mapper (PSM) | 33.3 | 33.3 | 0.0 |
| Technician | 49.9 | 49.9 | 0.0 |
| Clerical | 8.3 | 8.3 | 0.0 |
| **Total** | 112.8 | 112.8 | 0.0 |

Mail Calendar People Tasks Mike Burske

New mail

seth

INBOX CONVERSATIONS BY DATE

All Unread To me Flagged

Include messages from:

- Entire mailbox
- Current folder (Inbox)
- Current folder and subfolders

Show these messages:

- All
- Older than a week
- Older than a month
- Older than a year

Favorites

- Inbox 1104
- Sent Items
- Deleted Items 100

Mike Burske

- Inbox 1104
- Drafts [224]
- Sent Items
- Deleted Items 100
- Junk Email [297]
- Notes
- RSS Feeds

Tuesday

Phillips, Michael
Griffin and Cr 25 sidewalk Aprons (433200-1-38 Tue 2:41p
Mike I did find an error on the invoice transmittal. Th...

OLDER

(No subject) 1/26/2015
No preview is available.

Mike Burske
Griffin and Cr 25 sidewalk Aprons 1/15/2015
Lisa, as the e-mails below will show, the intersection...

| | | |
|---|---|---|
| Buscher, Lisa | Inbox | |
| Mike Burske | 1/15/2015 | |
| Mike Burske | Sent Items | |
| ~~[Draft]~~ | Deleted Items | |
| Phil Hursh | Inbox | |
| Mike Burske | Sent Items | |
| Phil Hursh | Inbox | |
| Mike Burske | Sent Items | |
| Mike Burske | Sent Items | |
| Lynch, Seth | Inbox | |
| Kris Kollgaard | Inbox | |
| Mike Burske | Sent Items | |
| Lynch, Seth | Inbox | |
| Mike Burske | Sent Items | |

Mike Burske
433200-1-38-01 Lady Lake SRTS PH II Contract· 12/23/2014
Lisa, here is the thread where we have our town atto...

Kris Kollgaard
433200-1-38-01 Lady Lake SRTS PH II Contract· 10/13/2014
Ok Sent from my Verizon Wireless 4G LTE DROID Mi...

Mike Burske
Lady Lake SRTS PH II Contract- List of items 10/7/2014
Thanks Katie, If you would, send me your comments...

Stegemerten, Roberta
Sidewalk Projects List Update 9/30/2014
Hi Dawn, Hope that you are having a good afternoo...

Lynch, Seth
Lady Lake Sidewalk 9/30/2014
Ok, I will pass it on to the maintenance barn. Thanks,...

Mike Burske
Lady Lake Sidewalk - CR 25 and Griffin Ave Ped 9/23/2014
Katie, FYI, here is one e-mail the county is asking us...

Phil Hursh
Lady Lake Sidewalk Ph 2 9/8/2014
Hi Seth: I left a voicemail earlier this morning concer...

Mike Burske
Lady Lake Sidewalk 7/23/2014
Have a fun vacation. don't worry about this place an...

Mike Burske

## Griffin and Cr 25 sidewalk Aprons

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us
Thu 1/15/2015 11:46 AM
I will be in training beginning Wednesday, January 7, 201...

Mike Burske
Thu 1/15/2015 11:44 AM
Sent Items

Mark as unread

1 attachment

CR-25 Ped X~.pdf

Lisa, as the e-mails below will show, the intersection at Griffin and CR 25 where Lake County had originally asked for aprons and pedestrian crossings is being completed by them as I write this. We literally found out when we saw them working on the project. As you will see below from Connelly and Wicker, we will have a deduction from the scope of services as the County decided to complete the project after they asked us to it as part of our project....Mike

Mike Burske
Thu 1/15/2015 7:57 AM
I will get with FDOT on this. I know that they will be thrille...

~~[Draft] This message hasn't been sent.~~

~~Saved on: Thu 1/15/2015 7:56 AM~~

Phil Hursh <phursh@cwieng.
Wed 1/14/2015 3:22 PM
Inbox

Mark as unread

1 attachment

CR-25 Ped X~.pdf

Hi Mike:

I spoke with Seth Lynch of Lake County this afternoon and he confirmed that the pedestrian improvements at CR 25 and Griffin Road have been addressed by the County's Consultant and Contractor which were a part of our Scope of Services. The attached plans reflect the pedestrian improvements.

I'm assuming that Lady Lake would like to revisit our consultant fees to reflect these changes. Please advise on how you would like to proceed.

Regards, Seth

1 of 9

Mail Calendar People Tasks Mike Burske

New mail

seth

Include messages from:
- Entire mailbox
- Current folder (Inbox)
- Current folder and subfolders

Show these messages:
- All
- Older than a week
- Older than a month
- Older than a year

Favorites
- Inbox 1104
- Sent Items
- Deleted Items 100

Mike Burske
- Inbox 1104
- Drafts [224]
- Sent Items
- Deleted Items 100
- Junk Email [297]
- Notes
- RSS Feeds

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| | | |
|---|---|---|
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| Mike Burske | 1/15/2015 | |
| Mike Burske | Sent Items | |
| ~~[Draft]~~ | Deleted Items | |
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| Mike Burske | Sent Items | |
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| Mike Burske | Sent Items | |
| Mike Burske | Sent Items | |
| Lynch, Seth | Inbox | |
| Kris Kollgaard | Inbox | |
| Mike Burske | Sent Items | |
| Lynch, Seth | Inbox | |
| Mike Burske | Sent Items | |

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Lady Lake Sidewalk 9/30/2014
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Lady Lake Sidewalk - CR 25 and Griffin Ave Ped 9/23/2014
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Lady Lake Sidewalk Ph 2 9/8/2014
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Lady Lake Sidewalk 7/23/2014
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Mike Burske

## Griffin and Cr 25 sidewalk Aprons

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Thu 1/15/2015 11:46 AM
I will be in training beginning Wednesday, January 7, 201...

REPLY REPLY ALL FORWARD ...

Mike Burske Mark as unread
Thu 1/15/2015 11:44 AM
Sent Items

**To:** Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>;
**Cc:** Kris Kollgaard;

1 attachment

CR-25 Ped X~.pdf

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Inbox

1 attachment

CR 25 Ped X~.pdf

Hi Mike:

I spoke with Seth Lynch of Lake County this afternoon and he confirmed that the pedestrian improvements at CR 25 and Griffin Road have been addressed by the County's Consultant and Contractor which were a part of our Scope of Services. The attached plans reflect the pedestrian improvements.

I'm assuming that Lady Lake would like to revisit our consultant fees to reflect these changes. Please advise on how you would

Seth 1 of 9

J-10

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 16, 2015**

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**SUBJECT:** **Approval to Submit Letter to the Florida Department of Transportation to allow for the application of a Building Permit for Bus Shelter #10 on Highway 27/441 near the Kohl's Department Store (Lady Lake Crossing Shopping Center).**

**DEPARTMENT:** **Growth Management**

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**STAFF RECOMMENDED MOTION:**

**Approval to Submit Letter to the Florida Department of Transportation to allow for the application of a Building Permit.**

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**SUMMARY:**

On March 19, 2012, the Growth Management Department brought plans for the proposed construction of the Lake Express Bus Shelter #12, to be constructed near the Lady Lake Public Library, before the Town Commission for their review and approval to submit a letter to the Florida Department of Transportation to allow for the application of a Building Permit. At this time, it has again been requested by the Florida Department of Transportation (FDOT), via Lake County Community Services, that the Town of Lady Lake issue a letter indicating that the Town is in approval of the construction of Bus Shelter #10 to be constructed on Highway 27/441 near the Kohl's Department Store (Lady Lake Crossing Shopping Center). Because the property the shelter will occupy is located within the FDOT right-of-way, formal site plan approval as per our Land Development Regulations is not required; however, consensus from the Commission is being sought in an effort to forward the letter to FDOT so that the construction of the shelter can commence. Permitting for the structure will be submitted to the Town of Lady Lake for review by the Building Official.

At present, the Town currently has a Highway Maintenance Memorandum of Agreement with FDOT for Highway 27/441 from Lake Ella Road to Griffin Avenue; therefore, debris around this facility can be collected under the current work program of the Public Works Department. In addition, the following language was also incorporated into the Interlocal Service Boundary Agreement with Lake County, adopted August 5, 2013:

10. **TRANSIT SHELTERS.** Upon the erection of any transit shelter in association with Lake Express and the Lake County Public Transit System which is placed within the municipal boundary of the Town of Lady Lake, the TOWN shall assume maintenance duties associated with removal of the debris in the trash canisters should one be located at the shelter. This shall be the extent of the TOWN's responsibility at each facility; damage to the shelters or acts of vandalism which require painting, cleaning, or repair through construction activities shall be the sole responsibility of Lake Express/Lake County.

At this time, the Growth Management Department respectfully requests an approval from the Town Commission to transmit the attached letter to the Florida Department of Transportation, so that permits may be

submitted for the construction of Bus Shelter Site #10 – on Highway 27/441 near the Kohl's Department Store (Lady Lake Crossing Shopping Center). The Technical Review Committee has provided a courtesy review of the proposal; comments are attached.

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**FISCAL IMPACT: $ -0-** **[ ] Capital Budget**
**[ ] Operating**
**[ ] Other**

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**ATTACHMENTS:** **[ ] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

**[X] Other**

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

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| | | | |
|---|---|---|---|
| **DEPARTMENT HEAD** | 3-9-2015 | **Submitted** 3/9/15 | **Date** |
| **FINANCE DEPARTMENT** | | **Approved as to Budget Requirements** | **Date** |
| **TOWN ATTORNEY** | | **Approved as to Form and Legality** | **Date** |
| **TOWN MANAGER** | | **Approved Agenda Item for:** 3/16/15 | **Date** 3/9/15 |

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**COMMISSION ACTION:** **[ ] Approved as Recommended** **[ ] Disapproved**

**[ ] Tabled Indefinitely** **[ ] Continued to Date Certain**

**[ ] Approved with Modification**

March 17, 2015

Logan Land
Permits Manager
FDOT Leesburg Operations
1405 Thomas Avenue
Leesburg, FL 34748-5603

RE: Bus Shelter Site #10 Lady Lake Kohl's - Highway 27/441

Dear Mr. Land,

By copy of this letter, the Town of Lady Lake Town Commission hereby attests that the Bus Shelter Site Plan for Site #10– Lady Lake Kohl's, as prepared by Don Griffey, P.E. of Griffey Engineering, has been reviewed and approved by the Town Commission on March 16, 2015. The Town of Lady Lake looks forward to the construction of this facility in partnership with FDOT and LakeXpress.

If you have any further questions, please contact Thad Carroll of the Growth Management Department at (352)751-1521 for assistance.

Sincerely,

Kristen Kollgaard
Town Manager

Cc: Lady Lake Town Commission
Thad Carroll, Growth Management Director

DRAFT

**TECHNICAL REVIEW COMMITTEE COMMENTS**
**FIRST/FINAL REVIEW 03/03/15**

**Project:** **Lake Express Bus Shelter #10 – Lady Lake Kohl's**

**Proposal:** **Consent to send Letter to FDOT for authorization of Construction**

**Description:**

At this time, it has again been requested by the Florida Department of Transportation (FDOT), via Lake County Community Services, that the Town of Lady Lake issue a letter indicating that the Town is in approval of the construction of Bus Shelter #10 to be constructed on Highway 27/441 near the Kohl's Department Store (Lady Lake Crossing Shopping Center). Because the property the shelter will occupy is located within the FDOT, formal site plan approval as per our Land Development Regulations is not required; however, consensus from the Commission is being sought in an effort to forward the letter to FDOT so that the construction of the shelter can commence. Permitting for the structure will be submitted to the Town of Lady Lake for review by the Building Official.

For additional information, contact Thad Carroll at (352) 751-1521.

## GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. Ordinance was prepared by Growth Management, no comments concerning the Ordinance as prepared.

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## POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. The bus shelters should be located only where deceleration lanes exist, and then only in the beginning of those lanes in order to prevent other vehicles from stacking behind the bus, becoming impatient and attempting to pull back out in traffic and go around. If the other vehicles successfully get back into a traffic lane and go around, they may effectively cut off the bus merging back onto the roadway. If the shelter is placed at the end of the deceleration lane, the previous description becomes exacerbated. If the shelter is placed where no deceleration lane exists, the same dynamic will occur with vehicles stacking, however, they will all attempt to merge into only one lane to pass (3/3/2015)

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**FIRE**

1. Review non-applicable.

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**BUILDING**

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com.

1. No comments at this time by the Building Official.

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**PUBLIC WORKS**

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. I have no issues with the design or locations Thad. Are we picking up the trash at these as well? (3/3/2015)

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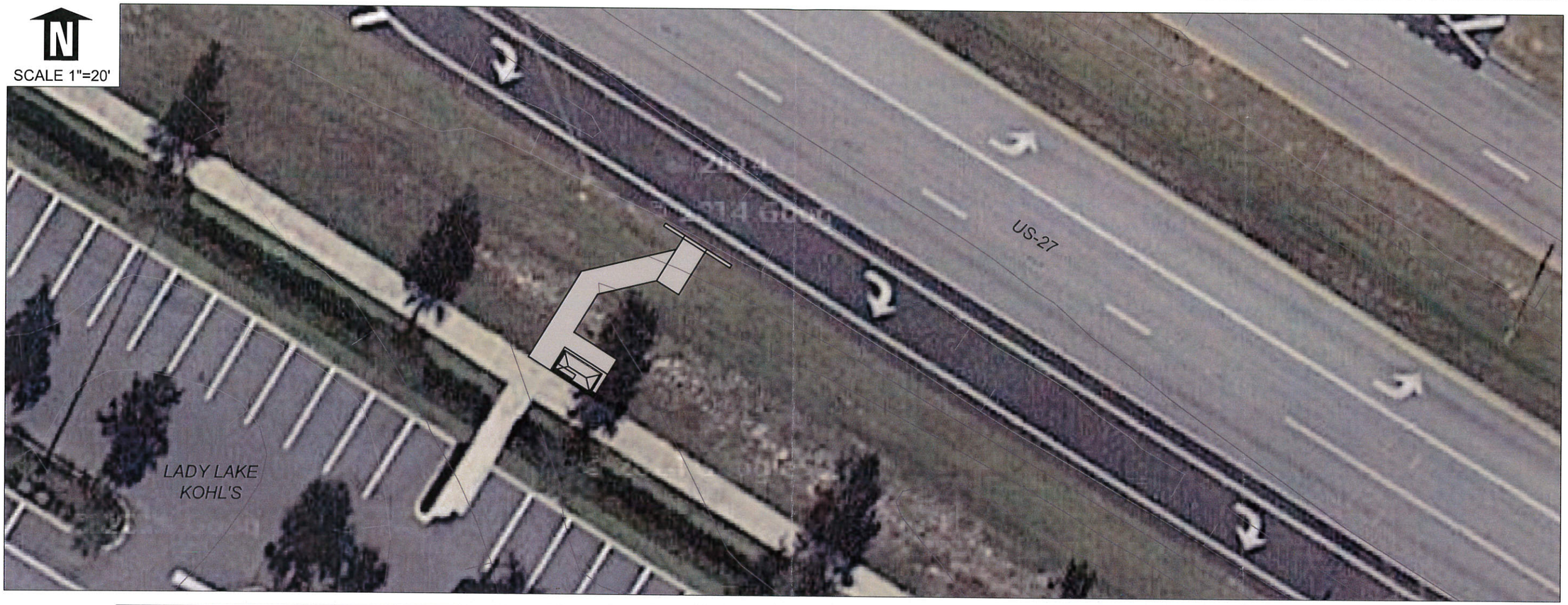
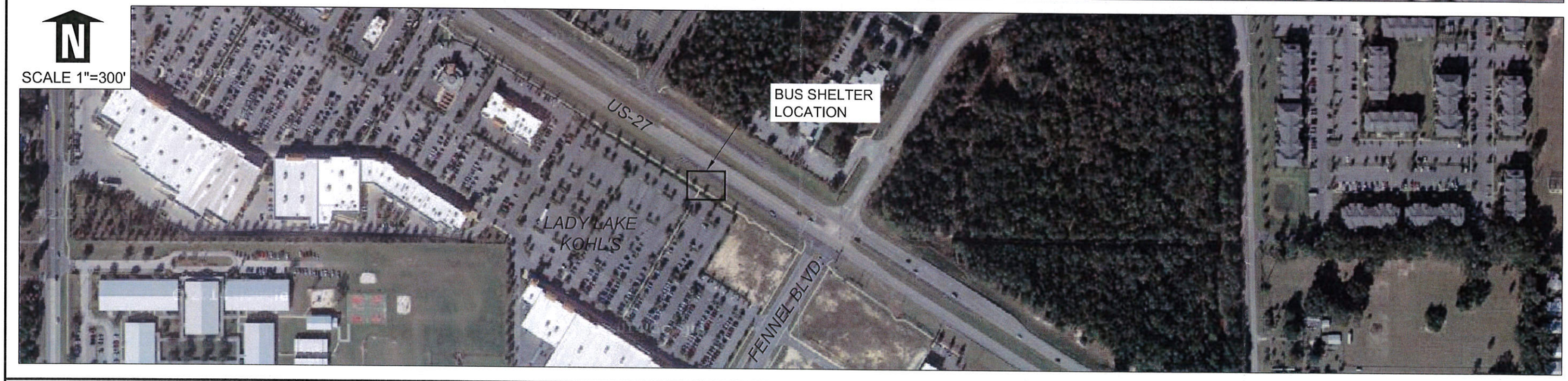
**LAKE-SUMTER MPO**

1. Review non-applicable.




| DATE | | | | | | | |
|---|---|---|---|---|---|---|---|
| 01-27-2015 | DAG/DMK CONCEPTUAL | Engineer of Record:<br>DONALD A. GRIFFEY, P.E.<br>PE No. 036799 | | GRIFFEY ENGINEERING<br>406 N. CENTER STREET<br>EUSTIS, FLORIDA 32726<br>PHONE (352) 357-3528<br>FAX (352) 357-3219<br>FLORIDA CERT. OF AUTH # 8082 | SITE 10 - LADY LAKE KOHL'S<br>ROAD NO. / COUNTY / -<br>LAKE / - | BUS SHELTER CONCEPTUAL | SHEET NO.<br>C-1 |

LAKE COUNTY
FLORIDA

CONTRACT NO. 14-0219

for Cleaning and General Maintenance of County Bus Stops

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of GroundTek of Central Florida, LLC (hereinafter "Contractor") for the subject services pursuant to County Bid number 14-0219 (hereinafter "Bid"), opening dated August 6, 2014 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Pricing Sheet immediately follows this page. Bidder's certificate of insurance and federal clauses with required certifications are attached at the end of the counter-signed bid document.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract. County departments will be issuing their own purchase orders for services as-needed.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from September 15, 2014 through September 14, 2015 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid, specifically section 1.6 thereof.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: _____
Procurement Services Manager

Date: 16 SEP 14

Distribution: Original-Bid File
Copy-Contractor
Copy-Public Works Department / Solid Waste Division

| PRICING TABLE<br>Groundtek of Central Florida<br>858 Maguire Road<br>Ocoee, FL 34761<br>(407) 877-7473 | | | | | |
|---|---|---|---|---|---|
| Item | Estimated Quantity* | Description/Unit | Monthly Unit Price | Extended Monthly Price (Monthly Unit price x est Quantity) | Annual Total (Extended Monthly Price x 12) |
| BUS STOP/TRANSFER LOCATION WITH SHELTER | | | | | |
| 1 | 30 | Maintenance every week, total 52 visits annually | 39.00 | 1,170.00 | 14,040.00 |
| 3 | 1 | One time extra stop for routine cleaning | 9.00 | 9.00 | 108.00 |
| BUS STOP/TRANSFER LOCATION WITHOUT SHELTER | | | | | |
| 3 | 20 | Maintenance every week, total 52 visits annually | 22.00 | 440.00 | 5,280.00 |
| 4 | 1 | One time extra stop for routine cleaning | 5.00 | 5.00 | 60.00 |
| TOTAL YEARLY PRICE | | | | | 19,488.00 |

*Estimated quantity is based on current and furture anticipated number of locations

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Ocoee, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project, and, this bid is made without prior

LAKE COUNTY
FLORIDA

ORIGINAL

# INVITATION TO BID (ITB)

## CLEANING AND GENERAL MAINTENANCE OF COUNTY BUS STOPS

| | | | |
|---|---|---|---|
| **ITB Number:** | 14-0219 | **Contracting Officer:** | B. Schwartzman |
| **Bid Due Date:** | August 6, 2014 | **Pre-Bid Conf. Date:** | Not applicable |
| **Bid Due Time:** | 3:00 PM | **ITB Issue Date:** | July 10, 2014 |

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| SECTION 4: | Pricing/Certifications/Signatures | 21 |
| SECTION 5: | Attachments | 24 |


**SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:**

| | |
|---|---|
| Proposal and/or Performance Bond: | Not applicable |
| Certificate of Competency/License: | See Section 1, 19 |
| Indemnification/Insurance: | See Section 1.8 |
| Pre-Bid Conference/Walk-Thru: | Not applicable but note visit requirement in Section 1.4 |

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

**Company Name:** Foundtek of Central Florida LLC **Phone Number:** 407-877-7473

**E-mail Address:** Kevin@Foundtek.com **Contact Person:** Kevin Campbell

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for various services in support of Lake County's Transportation Disadvantaged Program, and the County's fixed route service for LakeXpress and the ADA Complementary Services. Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration, Lake County itself, and any associated funding partners. The services to be provided by the selected vendor consist of cleaning and general maintenance in support of County bus stops, including those locations with shelters. Vendors are further advised that the County maintains a Small and Disadvantaged Business Enterprise (DBE) Policy and Procedure that involves a best effort-based goal for participation by such businesses that reply to this solicitation. Solicitation provision 1.30 provides additional detail in this regard.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

B. Schwartzman, Procurement Services Manager
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9424
Fax : 352.343.9473
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award - To a Single Vendor in the Aggregate**

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation. However, vendors are encouraged to visit one or more of the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is

also required to examine carefully the specifications contained in Section 2 of this solicitation and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. .

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI-W. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment - Monthly Invoices**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|---|---|
| Each Occurrence/General Aggregate | $500,000 |
| Products-Completed Operations | $500,000 |
| Personal & Adv. Injury | $500,000 |
| Fire Damage | $50,000 |
| Medical Expense | $5,000 |
| Contractual Liability | Included |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

| | |
|---|---|
| Combined Single Limit | $300,000 |
| or | |
| Bodily Injury (per person) | $100,000 |
| Bodily Injury (per accident) | $300,000 |
| Property Damage | $100,000 |

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|---|---|
| Each Accident | $100,000 |
| Disease-Each Employee | $100,000 |
| Disease-Policy Limit | $500,000 |

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____ .

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross

Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Completion of Work**

All work is to be performed in the timeframes and periods stated in Section 2 of this solicitation.

**Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the

County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.11: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, any product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Section 1.13 Delivery and Completion of Solicitation Response**

**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake

County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.13.2: Completion Requirements for Invitation to Bid**

**Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability).

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date **in BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**Section 1.15: Additional Locations may be Added**

Although this solicitation and resultant contract identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be

awarded to the current contract vendor that offers the lowest acceptable pricing. The additional location shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

**Section 1.16: Additional Services May Be Added**

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

**Section 1.17: Background Check**

The vendor shall provide, upon request by the County Representative, a completed "Certified Background Check", acquired through the Florida Department of Law Enforcement (1-850-410-8109), for any or all employees, subcontractors, and representatives of the vendor that will be performing work on County property under the contract resulting from this solicitation. The vendor will be responsible for all costs associated with the Certified Background Check. The completed background check must be provided to the designated County representative within five (5) working days of request. The County reserves the right to exclude any individual from performance under the contract based on any relevant adverse information contained in the background report. Failure to obtain background checks as specified can result in termination of the contract.

**Section 1.18: Business Hours of Operations**

See scope of work at attachment 2 to this Invitation to Bid.

**Section 1.19: Certificate of Competency/Licensure, Permits, and Fees**

The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.20: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated County Representative.

**Section 1.21: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.22: Deletion of Locations**

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

**Section 1.23: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.24: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.25: Local Office Shall be Available**

To ensure capability for timely response to any significant issue, the vendor shall maintain an office within the geographic boundaries of Lake or immediately bordering counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

**Section 1.26: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.27: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.28: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.29: Safety**

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent

damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

**Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements**

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and

2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

## SCOPE OF SERVICES

Lake County is seeking a qualified contractor to perform maintenance of its public transportation bus stop/transfer facilities located in Lake County. There are currently twenty one (21) bus stops with shelters located in the County. The County estimates that an additional ten (10) bus stop/transfer facilities with shelters, and another twenty (20) stop/transfer facilities without shelters will be constructed during the next several years. Bus stops/transfers with shelters generally consist of a 4 x 8 feet concrete slab with one 4 x 8 shelter (clear panel walls with an aluminum finish metal frame) equipped with a bench and trash receptacle. Some of the shelters are larger (4 x 12 feet) with a corresponding larger slab. Bus stop/transfer locations without a shelter will generally consist of a 4 x 8 foot slab with a bus stop sign, or just a bus stop sign with no slab. These locations may or may not include a secured bench and trash receptacle. Current bus stop locations are located along the routes shown on the Public Transportation route map found at the following link on the County website:

http://www.ridelakexpress.com/routes/interactive_route_map.aspx

New locations may be added, and current locations may be deleted, during the term of the contract. The unit pricing in the pricing table will be used when such changes occur.

### A. Standards of Work and Contractor Responsibility

1. Contractor shall provide all effort and supplies needed to provide bus shelter and bus stop maintenance and related services. Services include, but are not limited to the following:

   - Commercial-grade pressure washing of bus stop slabs, enclosures, benches and trash receptacles.
   - Thorough cleaning of stops, shelters, and surfaces identified in this document. Thorough cleaning in this context means complete and total removal of oil, chewing gum, liquid and soft drink stains, advertising or promotional fliers, ground in dirt, plant material stains, algae, mold, stickers, debris and other similar items including graffiti. The contractor shall take more aggressive methods to remove stubborn stains and graffiti through scrubbing or application of approved cleaning materials.
   - Capture and legally dispose of all cleaning compounds used, liquids or otherwise.
   - Collect and properly dispose of any trash at the location.

   Note: The contractor shall advise the County of any broken glass panels noted during the course of providing the above services. The contractor may submit a proposal for the cost to replace broken glass and/or clear wall panels. Such work shall not commence until the contractor's proposal work has been approved by the County. The cost proposal shall be evaluated and, if appropriate, accepted; provided that the cost does not exceed the dollar estimate calculated by the County. The County reserves the right to award the repair work to the contract vendor, or to acquire the items through a separate purchase.

2. The contractor shall provide all materials to be used in the performance of his duties and all such materials shall be included in the proposal price for said services. For each specific

jobsite, the contractor shall obtain approval of materials and cleaning methods to be used from the County representative. Vendor shall use "green-certified" cleaning products.

3. If normal pressure washing techniques do not result in a fully clean appearance as set forth in Paragraph ' above, mechanical scrubbing and/or chemical cleaning of heavily soiled areas shall be required, including removal of oil, graffiti, chewing gum, liquid and soft drink stains, advertising or promotional fliers, ground in dirt, plant material stains, debris and other similar items. This specialty treatment is considered incidental to the work and shall be paid at the established rates for "Scheduled" cleaning. Although making no guarantee of the future, graffiti on shelters and slabs has been minimal to date.

4 The Contractor shall not utilize methods or materials that damage, discolor or otherwise damage structures or surfaces. If the contractor does cause such harm during the course of the work, the County retains the right to withhold payment to the Contractor in an amount the County determines to be fair and reasonable to repair or replace damaged items.

5 After reasonable attempts at stain removal, the contractor shall indicate areas that have non-removable stains. This report shall indicate the location of staining, suspected type of staining, and the location of the affected facility to include the nearest address and closest cross street. The County's representative shall inspect the areas and shall make final determination as to the nature of the staining. If the County's representative determines that the reported staining is not permanent, the contractor shall make additional attempts to remove this material, and no additional compensation shall be provided. Replacement bus stop signs shall be provided by Lake County.

**B. Scheduled Cleaning**

1. Weekly Services; Cleaning shall be completed on a high frequency (once per week) basis at the direction of the County representative. It is preferred that all work be completed during daylight hours at times of minimal ridership traffic. With prior notice to the County Representative, work can be done on weekends when passengers are not on site. The weekly services shall include:

- Inspect and report of all bus shelters, bus stops, boarding area, roadway approach and departure zones for damage and potential safety hazards.
- Remove weeds and litter within ten (10) feet of all bus stop/transfer locations (specifically including those with a shelter and those without a shelter).
- Clean spilled liquids or food, gum, broken glass (see note below) and stickers from bus shelter, bus stops, signs, trash receptacles and adjacent sidewalks.
- Remove graffiti from shelters, bus stops, signs, trash receptacles and sidewalks.
- Clean glass or clear wall panels at shelter locations.
- Remove any shopping carts found within the passenger boarding area. Shopping carts shall be moved to an area away from the bus zones and secured in such a manner to prevent them from rolling into the street, parked vehicles, or other objects. Contractors shall call the owners of the shopping carts and notify them of the location for pick-up.
- Empty trash receptacles with proper disposal of contents, and replacement of plastic bags/liners.

2. Monthly Services

- For Shelter locations: Commercial-grade pressure washing of bus shelters, concrete slab/platform, benches, trash receptacles, and adjacent sidewalk areas within ten (10) feet of the primary concrete platform.
- For Bus Stop/Transfer locations: Commercial-grade pressure washing of concrete slab/platform, benches, trash receptacles, and adjacent sidewalk areas within ten (10) feet of the primary concrete platform.

## C. SAFETY

- The contractor shall provide safe access and egress for the general public while work is in progress at bus shelters and bus stops. In the event the contractor's operations must be performed when the riders are present, the contractor shall courteously inform such persons of any operations that might affect them and, if appropriate, request persons to move and remain an appropriate distance away from the work being performed.
- For duties within the public right-of-way, the contractor shall be cautious of all traffic. All work shall be conducted in a manner with minimal disruption in traffic flow. If the contractor's work alters the traffic flow in any way, the contractor shall have an approved Maintenance of Traffic Plan fully addressing all concerns associated with the alteration.
- Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the areas within which the services are performed.
- The contractor shall immediately notify, by telephone or other electronic media, the County representative of any hazardous condition noted by the contractor at any of the bus stop/transfer locations.

## D. REPORTING

The contractor shall provide a written report on a weekly basis that confirms the location and date and time of each maintenance visit completed during the week. This report shall clearly describe any special or unusual conditions noted during the week's performance. The report shall be sent via mail or electronic media to the County representative in a manner that ensures receipt of the report by the County representative by close of business on the Tuesday following completion of each weekly work cycle.

## E. FEDERALLY-MANDATED CLAUSES, TERMS, AND CONDITIONS

The contract resulting from this solicitation may be funded by federal grants. The awarded vendor shall comply with the entirety of the project-specific clause set provided at Attachment 2 to this solicitation. It is specifically noted that the Davis-Bacon Act does not apply to the general maintenance services to be performed as that effort involves no alteration of real property.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this ITB.

**Bidder:** Refers to any entity that submitted a bid under an ITB.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS**

**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request.

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in Bid**

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the and/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

**3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**ITB TITLE:** CLEANING AND GENERAL MAINTENANCE OF COUNTY BUS STOPS

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
-

## ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: July 17, 2014
Addendum #2, Dated: July 31, 2014
Addendum #3, Dated: _____
Addendum #4, Dated: _____

**Part II:**

☐ No Addendum was received in connection with this ITB.

## PRICING SECTION

(pricing table to be completed appears on next page)

PRICING TABLE

Groundtek of Central Florida
858 Maguire Road
Ocoee, FL 34761
(407) 877-7473

| Item | Estimated Quantity* | Description/Unit | Monthly Unit Price | Extended Monthly Price (Monthly Unit price x est Quantity) | Annual Total (Extended Monthly Price x 12) |
|---|---|---|---|---|---|
| | | BUS STOP/TRANSFER LOCATION WITH SHELTER | | | |
| 1 | 30 | Maintenance every week, total 52 visits annually | 39.00 | 1,170.00 | 14,040.00 |
| 3 | 1 | One time extra stop for routine cleaning | 9.00 | 9.00 | 108.00 |
| | | BUS STOP/TRANSFER LOCATION WITHOUT SHELTER | | | |
| 3 | 20 | Maintenance every week, total 52 visits annually | 22.00 | 440.00 | 5,280.00 |
| 4 | 1 | One time extra stop for routine cleaning | 5.00 | 5.00 | 60.00 |
| TOTAL YEARLY PRICE | | | | | 19,488.00 |

*Estimated quantity is based on current and furture anticipated number of locations

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222, a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Ocoee, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior

understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): _____

**General Vendor Information and Bid Signature:**

Firm Name: Groundtek of Central Florida, LLC

Street Address: 858 Maguire Road - OCOEE, FL 34761

Mailing Address (if different):

Telephone No.: 407-877-7473 Fax No.: 407-877-8670 E-mail: Groundtek@CFL.rr.com

FEIN No. 59 - 2981065 Prompt Payment Terms: 0 % N/A days, net _____

Signature: [signature] Date: 8/4/15

Print Name: Gregory L. Bore Title: Vice President

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- [x] Sole vendor
- [ ] Pre-qualified pool vendor based on price
- [ ] Pre-qualified pool vendor (spot bid)
- [ ] Primary vendor for items: _____
- [ ] Secondary vendor for items: _____
- [ ] Other status: _____

Signature of authorized County official: [signature] Date: 16 SEP 14

Printed name: Barrett Schwartzman Title: Procurement Services Manager

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

www.lakegovernment.com

**ADDENDUM NO. 1**

**Date: July 17, 2014**

**Invitation to Bid 14-0219**

**CLEANING AND GENERAL MAINTENANCE OF COUNTY BUS STOPS**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**This addendum does NOT change the date for receipt of bids or proposals.**

The purpose of this addendum is to respond to the following inquiry:

**Question 1:** Can you please provide us with the list of 21 current bus stop locations and also include the additional 30 additional proposed locations (10 with bus stops and 20 stops/transfer locations).
**Answer 1:** All current and potential future locations are or will be located along the routes shown on the web link currently provided in the scope of work (Section 2 of the ITB). The attached sheet provides more specific information regarding the currently installed and currently pending locations. All current locations are stops with shelters.

**Acknowledgement of receipt and review of addendum:**

Firm Name: Groundtech of Central Florida, LLC Date: 8/4/14
Signature: [signature] Title: Vice President
Typed/Printed Name: Gregory L. Burse

# LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

www.lakegovernment.com

**ADDENDUM NO. 2**

**Date: July 31, 2014**

**Invitation to Bid 14-0219**

**CLEANING AND GENERAL MAINTENANCE OF COUNTY BUS STOPS**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**This addendum does NOT change the date for receipt of bids or proposals.**

Questions regarding this solicitation were due Wednesday, July 30, 2014. The purpose of this addendum is to respond to additional questions received.

**Question 2:** We have a few questions about the bus stop locations. We have driven the entire route, listed routes 1,2,3 & 4 on the Lake Express maps. We were only able to locate about 12 bus stop structures. We then found several stops with just a bus stop sign. Can we get the locations of all the structure stops?
**Answer 2:** Please see Addendum 1 which was issued on July 17, 2014, and which addresses this question.

**Question 3:** What is the county's expectation for the stops that have just a sign? Will the signs have to be cleaned, the areas around them (grass) need to be trimmed?
**Answer 3:** (1) Signs should be cleaned on a quarterly basis. Damaged or faded signs should be replaced by the Vendor. The County will provide the vendor with new signs as necessary. (2) Signs with visible accumulated debris/dirt that obscures the sign should be cleaned if possible or replaced as necessary. (3) Mowing will be done by the governmental agency where the stop is located. Debris (garbage) on the ground in the vicinity of the bus stop new bus such as water bottles, fast food bags, etc. should be removed if it reasonably appears that the garbage was left there by a passenger waiting for a bus.

**Question 4:** We have read the bid cover to cover and we realize there will be more structures, do you have any idea when?
**Answer 4:** Two new shelters are being considered at the moment: 441 South by the road into the Wal-Mart parking lot and the second on Main Street in Tavares at the intersection of Main and Rockingham. These two should be installed sometime this year. Eight (8) to ten (10) more are planned, locations should be identified and the shelters installed within the twelve (12) month period.

**Question 5:** In the Villages there is a stop, however it is in the Villages old train depot, The Villages maintains most of their own property and locations. Is there some routine maintenance/cleaning that would be done there?
**Answer 5:** See answer number 3.

**Question 6:** The Federal Document Set is 49 pages, many of which do not apply. Do we have to submit each page in each of the 5 copies of the bid? Or can we supply only the signature pages? If the bid does not exceed $100,000 do we need the Federal Set at all?
**Answer 6:** Vendors may submit only the completed signature pages - Attachments B.1 through B.5. Please submit these completed forms, no matter the total amount of your bid.

**Acknowledgement of receipt and review of addendum:**

Firm Name: Groundtek of Central Florida, LLC Date: 8/5/14
Signature: [signature] Title: Vice President
Typed/Printed Name: Gregory L. Bone

# ATTACHMENT ~~FIVE~~

# LAKE COUNTY, FLORIDA

# FEDERAL FUNDING CLAUSE SET
# FOR FTA GRANT OR STIMULUS PROGRAM

(Goods, Services and Construction)

Last Revision Date: Aug 2011

**Note**: any conflict between this clause set and any terms and conditions set forth in the specific solicitation and any resulting contract shall be resolved in favor of this clause set.

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**Section B: Attachments: Certifications That Require Specific Entries to be completed and returned with Bid/Proposal Response**

30. Attachment B.1: Buy America Certification

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32. Attachment B.3: Disadvantaged Business Enterprise (DBE) Program Forms 1 and 2

33. Attachment B.4: Clause/certification: Bus Purchases

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## 1. FLY AMERICA REQUIREMENTS

**49 U.S.C. §5331 49 CFR Parts 53 and 654**

1. **Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

2. **Flow Down**

The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

3. **Fly America Requirements** –

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 2. BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j) 49, FR Part 661**

4. **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

5. **Flow Down**

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier

contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

6. **Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

7. A bidder or offeror must submit to the FTA recipient (LAKE County Transit) the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**8. NOTE: THE BUY AMERICA CERTIFICATION (required for contracts greater than $100,000) is to be found as Attachment B.1 to this clause set**

## 3. CHARTER BUS REQUIREMENTS

**49 U.S.C. 5323(d), 49 CFR Part 604**

9. **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

10. **Flow Down**

The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

11. **Charter Service Operations** - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## 3a. SCHOOL BUS REQUIREMENTS

**49 U.S.C., 323(fF) 49 CFR Part 605**

12. **Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

13. **Flow Down**

The School Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

14. **School Bus Operations** - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

15. **4. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241 46 CFR Part 381**

16. **Applicability to Contracts**

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

17. **Flow Down**

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

18. **Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.") c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**5. SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq. 49 CFR Part 41**

19. **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or

additions to existing buildings.

20. Flow Down

The Seismic Safety requirements flow down from FTA recipients and sub-recipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

21. **Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## 6. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq., 49 CFR Part 18**

22. Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

23. Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

24. **Energy Conservation** - The contractor agrees to comply with 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.

## 7. CLEAN WATER REQUIREMENTS

**33 U.S.C. 1251**

25. Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

26. Flow Down

The Clean Water requirements flow down to FTA recipients and sub-recipients at every tier.

27. **Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and

the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

## 8. LOBBYING

**31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**Applicability to Contracts**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

**Flow Down**

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

28. **Mandatory Clause/Language**

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

29. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § *1601, etseq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

30. - Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

31. - Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

32. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

33. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**NOTE: SEE ATTACHMENT B.2 FOR CERTIFICATION REGARDING LOBBYING**

34. **9. ACCESS TO RECORDS AND REPORTS**

35. **49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17**

36. **Applicability to Contracts**

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

37. **Flow Down**

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

38. **Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance

with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.390X11).

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

**Requirements for Access to Records and Reports by Types of Contract**

| Contract Characteristics | Operational Service Contract | Turnkey | Construction | Architectural Engineering | Acquisition of Rolling Stock | Professional Services |
|---|---|---|---|---|---|---|
| I State Grantees | | | None | None | None | None |
| a. Contracts below SAT ($100,000) | None | Those imposed on state pass thru to Contractor | Yes, if non-competitive award or if funded thru 2 5307/5309/5311 | None unless non-competitive award | None unless non-competitive award | None unless non-competitive award |
| b. Contracts above $100,000 / Capital Projects | None unless 1 non-competitive award | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| II Non State Grantees | Yes 3 | Those imposed on non-state Grantee pass thru to Contractor | Yes | Yes | Yes | Yes |
| a. Contracts below SAT ($100,000) | Yes 3 | | Yes | Yes | Yes | Yes |
| b. Contracts above $100,000 / Capital Projects | | | | | | |

Sources of Authority: 1 49USC5325 (a), 2 49 CFR 633.17, 3 18 CFR .36(I)

## 10. FEDERAL CHANGES

**49 CFR Part 18**

39. **Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

40. **Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

41. **Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October, 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 11. BONDING REQUIREMENTS

42. **Applicability to Contracts**

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his

bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

43. d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

44. **Flow Down**

Bonding requirements flow down to the first tier contractors.

45. **Bid Bond Requirements (Construction)**

(a) Bid Security

46. A Bid Bond must be issued by a fully qualified surety company acceptable to LAKE County and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

47. In submitting this Bid, it is understood and agreed by bidder that the right is reserved by LAKE County to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of LAKE County.

48. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of LAKE County, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of LAKE County's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

49. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by LAKE County as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense LAKE County for the damages occasioned by default, then the undersigned bidder agrees to indemnify LAKE County and pay over to LAKE County the difference between the bid security and LAKE County's total damages, so as to make LAKE County whole.

50. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)**

51. The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless LAKE County determines that a lesser amount would be adequate for the protection of the LAKE County.

2. LAKE County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. LAKE County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, Lake County may require additional protection as required by subparagraph 1 if the contract price is increased.

52. **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect LAKE County's interest.

(a) The following situations may warrant a performance bond:

1. Lake County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and LAKE County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Lake County determines that a lesser amount would be adequate for the protection of Lake County.

2. Lake County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Lake County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in Lake County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is increased.

53. **Advance Payment Bonding Requirements**

54. The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. Lake County shall determine the amount of the advance payment bond necessary to protect Lake County.

55. **Patent Infringement Bonding Requirements (Patent Indemnity)**

56. The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. Lake County shall determine the amount of the patent indemnity to protect the Lake County.

57. **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to Lake County, the Architect and/or Engineer that all materials and

equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Lake County, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Lake County Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by Lake County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Lake County. As additional security for those guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Lake County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

## 12. CLEAN AIR

**42 U.S.C. 7401 et seq, 40 CFR 15.6, 49 CFR Part 18**

58. **Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

59. **Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed $100,000.

60. **Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

61. **13. RECYCLED PRODUCTS**

62. **42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873**

63. **Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year,

or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

64. **Flow Down**

These requirements flow down to all contractor and subcontractor tiers.

65. **Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

66. **14. DAVIS-BACON ACT**

67. **40 USC § 167; 276a -276a-5 (1998), 29 CFR § 5 (1999)**

68. **Applicability to Contract**

Construction contracts over $2,000.00

**Flow Down**

Applies to third party contractors and subcontractors

(1) **Minimum** wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

69. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in

which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (i) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (I) (v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - Lake County Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Lake County Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to LAKE County Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their

representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)( 1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, **18** U.S.C. 1001.

## 15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

**Clause Language**

**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 16. COPELAND ANTI-KICKBACK ACT

**40 U.S.C. § 276c (1999), 29 C.F.R. § 3 (1999), 29 C.F.R. § 5 (1999)**

### Applicability to Contracts

All construction contracts in excess of $2,000.

### Flow Down

Applicable to all third party contractors and subcontractors.

**Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there are no specific statutory or regulatory requirements for additional mandatory language, no additional clauses are necessary for this provision.

## 17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

### Applicability to Contracts

Applicable to all contracts.

### Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

## AND RELATED ACTS

31 U.S.C 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et sea and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be 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, the 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 the Contractor to the extent the Federal Government deems appropriate.

The 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.

(2) The Contractor agrees to include the above two 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.

## 19. TERMINATION

**49 U.S.C. Part 18, FTA Circular 4220.1D**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. **Termination for Convenience (General Provision)** Lake County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Lake County to be paid the Contractor. If the Contractor has any property in its possession belonging to Lake County, the Contractor will account for the same, and dispose of it in the manner Lake County directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Lake County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Lake County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Lake County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** Lake County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Lake County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from Lake County setting forth the nature of said breach or default, Lake County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Lake County from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that Lake County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Lake County shall not limit Lake County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** Lake County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Lake County.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Lake County goods, the Contractor shall, upon direction of Lake County, protect and preserve the goods until surrendered to the Lake County or its agent. The Contractor and Lake County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Lake County.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall

terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Lake County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Lake County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Lake County in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Lake County, acts of another Contractor in the performance of a contract with the Lake County, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within ten (10) days from the beginning of any delay, notifies the Lake County in writing of the causes of delay. If in the judgment of Lake County, the delay is excusable, the time for completing the work shall be extended. The judgment of Lake County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. **Termination for Convenience or Default (Architect and Engineering)** Lake County may terminate this contract in whole or in part, for Lake County's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Lake County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Lake County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. **Termination for Convenience of Default (Cost-Type Contracts)** Lake County may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Lake County or for the default of the

Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Lake County, or property supplied to the Contractor by Lake County. If the termination is for default, Lake County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Lake County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Lake County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Lake County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Lake County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## 20. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

**Background and Applicability**
In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

**Clause Language**
The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Lake County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Lake County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 21. PRIVACY ACT

**5 U.S.C. 552**

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 22. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112;**

**42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.**

**Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 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, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying 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 laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967,as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 23. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18, FTA Circular 4220.1E**

**Applicability to Contracts**
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down
The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language
FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

70. **Applicability to Contracts**

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

71. **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

72. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Lake County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Lake County Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Lake County Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

73. **Performance During Dispute** - Unless otherwise directed by Lake County, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

74. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

75. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lake County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which Lake County is located.

76. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act

by Lake County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

77. **24. PATENT AND RIGHTS IN DATA**

**37 CFR Part 401, 49 CFR Parts 18 and 19**

78. **Applicability to Contracts**

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

79. **Flow Down**

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

**Contracts Involving Experimental, Developmental or Research Work.**

**A. Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to

authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each

subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

80. U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## 25. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215**

81. Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

82. Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

83. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

84. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

85. (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

86. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

87. (2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## 26. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

**Background and Applicability**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and

contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

**Disadvantaged Business Enterprises**

a. 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.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 14.3%. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Lake County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Award of this contract is conditioned on submission of the following information **concurrent with and accompanying an initial proposal (see 49 CFR 26.53(3)):**

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime

contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Lake County PTD. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Lake County PTD, 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. The 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 Lake County PTD.

**88. Note: Attachment B.3 contains certifications associated with the DBE Program that must be submitted in conjunction with bidder-proposer responses to the instant solicitation.**

## 27. STATE AND LOCAL LAW DISCLAIMER

**89. Applicability to Contracts**

This disclaimer applies to all contracts.

**90. Flow Down**

The Disclaimer has unlimited flow down.

91. State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

## 28. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

**FTA Circular 4220.1D**

Applicability to Contracts
The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The incorporation of FTA terms has unlimited flow down.

Model Clause/Language
FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## 29. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Parts 653 and 654

Applicability to Contracts
The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements
Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction
FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing
**Option 1**

The contractor agrees to:

*(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.*

Drug and Alcohol Testing
**Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing
**Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before ( insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

## CLAUSE SET ATTACHMENT B.1: BUY AMERICA CERTIFICATION

**(Required for contracts greater than $100,000)**

92. **1. Certification requirement for procurement of steel, iron, or manufactured products.**

93. *Certificate of Compliance with 49 U.S.C. 5323(j) (1)*

94. The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

95. Signature: N/A Title: N/A

96. Company Name: Grundfos of Central FL Date: 8/21/14

97. *Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)*

98. The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) O), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or G) (2) (D) and the regulations in 49 CFR 661.7.

99. Signature: _____ Title: _____

100. Company Name: _____ Date: _____

101.

102. **2. Certification requirement for procurement of buses, other rolling stock and associated equipment.**

103. *Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C).*

104. The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

105. Signature: N/A Title: N/A

106. Company Name: Grundfos of Central Florida, LLC Date: 8/21/14

107. *Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)*

108. The vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

109. Signature: _____ Title: _____

110. Company Name: _____ Date: _____

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 8/21/14

Signature: N/A

Company Name: Brandlet of Central Florida, LLC

Title: —

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistant with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

## CLAUSE SET ATTACHMENT B.2: CERTIFICATION REGARDING LOBBYING

## APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

111.**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

112.*(To be submitted with each bid or offer exceeding $100,000)*

113.The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. **104-65**, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

114.This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

115.[Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

116.The Contractor, Groundwell of Central Florida, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

117. Signature of Contractor's Authorized Official: NA Date: _____

Printed Name and Title of Contractor's Authorized Official: _____

Not applicable due to $ Value

**CLAUSE SET ATTACHMENT B.3: FORM 1 AND 2, DEMONSTRATION OF GOOD FAITH EFFORTS**

*[Forms 1 and 2 should be provided as part of the solicitation documents.]*

118.FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

119.The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☆ The bidder/offeror is committed to a minimum of 0 % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ___ %) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Groundtech of Central Florida, LLC

State Registration No.: _____

By: _____ Gregory L. Bass Vice President

(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

Due to the small scope of work and low Contractual Value, Groundtech of Central Florida will self perform the contract. Should any of the above conditions change Groundtech will consider the use of DBE Firms.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 0 - N/A .

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By : Gregory L. Bare Vice President

(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

## CLAUSE SET ATTACHMENT B.4. CLAUSE AND CERTIFICATION

### BUS TESTING

49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts
The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language
Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS
The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

N/A - NO ROLLING STOCK INVOLVED

Date: _____ Signature: _____

Company Name: _____ Title: _____

## CLAUSE SET ATTACHMENT B.5, CLAUSE AND CERTIFICATION

## PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts
These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language
- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

N/A - no Rolling Stock required

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000 )*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

GROUN-1 OP ID: LN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2014

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

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

PRODUCER
Brown & Brown of Florida, Inc.
2600 Lake Lucien Dr., Ste. 330
Maitland, FL 32751-7234
Jeffrey R. Seidl, CIC, CRM

Phone: 407-660-8282
Fax: 407-660-2012

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Westfield Ins. Co. | 24112 |
| INSURER B: Bridgefield Cas. Ins. | 10336 |
| INSURER C: North River Insurance | 21105 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Groundtek Of Central Fl, LLC
858 Maguire Rd
Ocoee, FL 34761-2916

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | X | CMM 3 958 993 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | | CMM 3 958 993 | 01/01/2014 | 01/01/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS MADE<br>DED RETENTION $ 0 | | 581-101221-6 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 0830-35162 | 09/27/2013 | 09/27/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Inland Marine<br>Contractors Equip | | CMM 3 958 993<br>AS SCHEDULED | 01/01/2014 | 01/01/2015 | Misc Tool<br>Rent/Leas | 10,000<br>135,000 |

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

* - Lake County, a Political Subdivision of the State of Florida, and The Board of County Commissioners.
GTCF#211 - Certificate Holder is granted additional insured status by the General Liability policy with regards to the operations of the named insured when required by written contract or agreement written contract # 14-0424

CERTIFICATE HOLDER

LAKECOO

Lake County*
P.O. Box 7800
Tavares, FL 32778-7800

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

PRODUCING AGENT

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## Thad Carroll

**From:** Don Griffey <dag@griffeyengineering.com>
**Sent:** Wednesday, February 11, 2015 4:00 PM
**To:** Thad Carroll
**Cc:** Harley, Ken; Hope, David; dkeedy@lakecountyfl.gov; Wendy Then
**Subject:** RE: Bus Shelter - conceptual site plan
**Attachments:** Bus Shelter Site Plan - Site 12 - Lady Lake Library - 2012-02-01.pdf

Thad -

The shelter, sidewalk & pad will be entirely within the FDOT R/W. The shelter specs are the same as the one that was placed near the library (I've attached a copy of that plan for your use). March 2nd will fit with our design schedule.

- Don

At 03:40 PM 2/11/2015, Thad Carroll wrote:
>Don,
>
>Thank you. I have a few questions. In the items you sent, I don't see
>where the ROW line for SR 500 (Hwy 27/441) falls. I ask because we
>need to assure that the shelter is entirely within the ROW, or an
>easement from Kohl's needs to be obtained; although, from the most
>recent aerials it appears that you are clear of any encroachment.
>
>Also, are the shelter dimensions consistent with the typical shelter
>specs as proposed originally; I may still have that detail to reference if so.
>
>Again, the questions are more clarifications at this point; thanks for
>your assistance. I will share this with my Town Manager tomorrow, and
>can perhaps get formal consent on March 2nd from the Commission - how
>does that fit into your design schedules?
>
>Sincerely,
>
>
>Thad Carroll, AICP, LEED Green Associate Growth Management Director
>Town of Lady Lake
>(352) 751-1521
>tcarroll@ladylake.org
>
>Note: The Growth Management Department's office hours are Monday -
>Thursday 7:30 am - 6:00 pm
>
>Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public
>records. If you do not want your e-mail address released in response
>to a public-records request, do not send electronic mail to this
>entity. Instead, contact this office by phone or in writing."
>

>
>
>
>-----Original Message-----
>From: Don Griffey [mailto:dag@griffeyengineering.com]
>Sent: Wednesday, February 11, 2015 1:50 PM
>To: Thad Carroll; Wendy Then
>Cc: Harley, Ken; Hope, David
>Subject: Bus Shelter - conceptual site plan
>
>
>Thad -
>
>The attached .pdf file is a conceptual site plan for a proposed bus
>shelter to be located on US 27 in front of Kohl's. This is being
>submitted for the Town's review and approval prior to initiating our
>final design.
>
>Please let me know if you require any additional information.
>
>- Don

J-11

# TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: March 16, 2015

**SUBJECT:** Consideration of Proposal from Mittauer and Associates, Inc. to perform design, permitting, and construction administration services related to WWTP Aeration Improvements identified within the Town's 2014 Wastewater & Reuse System Master Plan.

**DEPARTMENT:** Public Works- Utilities- Sewer

**STAFF RECOMMENDED MOTION:** Approve the proposal from Mittauer and Associates for Engineering Services for the WWTP Aeration Improvement Project.

**SUMMARY:** The Town identified a number of projects within the 2014 Wastewater & Reuse Master Plan. Within Section VII(D)(1), 'Wastewater Treatment System Recommendations - Near-term Improvements', WWTP aeration improvements were recommended for completion in 2015 to provide interim means of efficiently treating the wastewater until such time that flows exceed 0.50 million gallons per day (MGD). Current flows are around 0.24 MGD, and current growth as well as potential delivery of bulk wastewater from Fruitland Park are necessitating completion of this capital project. The enclosed proposal will provide the Town with engineering design, permitting, bidding, and construction administration services. The construction improvements are estimated to cost between $500,000 to $600,000, and a specific number will be known after the bidding phase is complete. The project will be brought back before the Commission for approval related to bidding and awarding of a construction contract.

**FISCAL IMPACT: $69,500**
*(Town presently has $1.56M in Utilities Retained Earnings – eligible for non-impact fee projects)*

**[X] Capital Budget**
**[ ] Operating**
**[ ] Other**

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

**[X] Other- Proposal from Mittauer & Associates, Inc.** **[ ] Support Documents**

| | | | |
|---|---|---|---|
| **DEPARTMENT HEAD** | **Submitted** | **Date** | 3/4/15 |
| **FINANCE DEPARTMENT** JRM | **Approved as to Budget Requirements** | **Date** | 3/5/15 |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3-16-15 | **Date** | 3-9-15 |

**COMMISSION ACTION:**

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

**[ ] Continued to Date Certain** **[ ] Approved with Modification**

## D. WASTEWATER TREATMENT SYSTEM RECOMMENDATIONS

As discussed in **Section II**, the Town's existing WWTP has components that were designed for a total flow of approximately 1.0 MGD (AADF). The existing permitted capacity is limited based on effluent disposal flow restrictions, but it was also determined that various components within the WWTP will need to be expanded as average daily flows increase. These needs were summarized in **Section II(B)(5)** and **(6)** and included some components associated with the reuse delivery system. The reuse discussion is provided in **Section VII(E).** The WWTP Expansion Needs are listed as follows:

- Interim WWTP No. 2 Aeration Delivery Modifications required 2014/2015;

- At average daily flows above 0.33 MGD-AADF, the transfer pump capacity should be increased to a minimum of 2.0 MGD (1,400 gpm) per pump.

- Flow splitter box/structure to control flows between WWTP No. 1 and WWTP No. 2 at average daily flow above 0.40 MGD-AADF.

- At average daily flows above 0.67 MGD-AADF, an additional mechanical screen, two (2) new clarifiers, and an additional effluent filter should be provided.
  - The Town may consider installing the clarifiers earlier when average daily flows reach 0.40 MGD-AADF and before 0.55 MGD-AADF. Construction of this facility component ahead of the 0.67 MGD-AADF flow threshold would allow treatment to occur within WWTP No. 2 while WWTP No. 1 modifications are completed.

- Pending build-out progression and intensity, the Town may consider a flow-equalization basin.

As noted above, the Interim WWTP No. 2 Aeration Delivery Modifications is the only project that is required in the near-term. The remaining improvements are based on influent wastewater flow levels. **Section V** projected WW demands that were subject to future growth potential as well as the Town's approach to sewer existing OSTDS service sectors, private WWTP service areas, and unknowns associated with the City of Fruitland Park's wastewater connection. As a result, **Table V-16** was developed providing a maximum and minimum flow demand. That information is presented again in **Table VII-13**.

| TABLE VII-13<br>SUMMARY OF WASTEWATER DEMAND PROJECTIONS | | |
|---|---|---|
| Year | Minimum WW Demand Projection (gpd) | Maximum WW Demand Projection (gpd) |
| 2015 | 235,100 | 235,100 |
| 2016 | 239,000 | 239,000 |
| 2017 | 242,900 | 242,900 |
| 2018 | 246,800 | 246,800 |
| 2019 | 250,700 | 250,700 |
| 2020 | 254,600 | 332,600 |
| 2021 | 264,300 | 342,300 |
| 2022 | 274,100 | 352,100 |
| 2023 | 283,800 | 361,800 |
| 2024 | 293,600 | 371,600 |
| 2025 | 303,300 | 475,400 |
| 2030 | 311,100 | 591,000 |
| 2035 | 317,900 | 716,100 |
| 2040 | 324,200 | 744,600 |

Based on these projections, the earliest facility improvement/expansion would occur around 2019 if the various expansion projects moved forward such as the STPO projects, Fruitland Park bulk wastewater feed, private WWTP decommissioning, etc. In contrast, the improvements could extend into or beyond the 2040 Planning Period if sewer extensions into existing areas are not pursued.

### 1. Near-Term Improvements

In order to operate WWTP No. 2 in the near-term, the Town selected an option to install coarse-bubble diffusers within the WWTP No. 2 BTU as outlined in **Section II(B)(2)**. The opinion of construction costs for this improvement is summarized in **Table VII-14**.

| TABLE VII-14<br>WWTP NO. 2 AERATION DELIVERY IMPROVEMENTS | |
|---|---|
| **Item (Units and Unit Cost)** | **Estimated Cost** |
| 1. Mobilization & General Conditions (5% of Subtotal) | $20,000 |
| 2. Coarse-Bubble Diffuser Installation | $110,000 |
| 3. New 100 Hp Blower to Replace 60 Hp or 200 Hp Unit | $175,000 |
| 4. Coating of WWTP Interior Components | $75,000 |
| 5. Isolation Butterfly Valves for Aeration Headers (2 Total) | $25,000 |
| 6. Electrical System Improvements | $25,000 |
| 7. Instrumentation Improvements | $15,000 |
| **SUBTOTAL: CONSTRUCTION COSTS** | **$445,000** |
| **CONSTRUCTION CONTINGENCY (20%)** | **$89,000** |
| **NON-CONSTRUCTION COSTS (15%)** | **$80,000** |
| **TOTAL ESTIMATED CONSTRUCTION COST** | **$614,000** |

## 2. Long-Term Improvements

Based on the improvement schedule, the Town will need to consider upgrading the transfer pumps as influent flows approach 0.33 MGD (AADF). The earliest this improvement may be required is 2019. The next expansion need should be considered before the WWTP No. 2's biological capacity is reached so WWTP No. 1 could be taken offline for necessary modifications. As flows exceed 0.50 MGD and approach 0.55 MGD, the Town should consider installing two (2) new clarifiers and modifying/re-rating WWTP No. 1. Within this expansion component, the Town would also want to complete the flow-splitter box improvements to improve flow control within the WWTP. However, the Town could delay this improvement until flows approach 0.67 MGD (AADF) and complete the clarifier expansion with the construction of an additional mechanical screen and effluent filter. Based on the aggressive projections, the earliest timetable is 2030. An additional capital expenditure consideration beyond scheduled maintenance of the Town's wastewater treatment assets is associated with the surge aspects into the WWTP. The VFD improvements to L.S. No. 1 that were discussed in **Section VII(C)(6)** will assist moderating the peak flows into the Town's WWTP, but if additional lift

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 3, 2015

Mr. C.T. Eagle, Public Works Director
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

RE: Engineering Services Agreement
WWTP No. 2 Aeration Improvements
Town of Lady Lake, Florida
Mittauer & Associates Project No. 9514-25-1

Dear C.T.:

In accordance with our Agreement for Continuing Consulting Engineering Services, we are pleased to present the following proposal for Engineering Services related to the WWTP No. 2 Aeration Improvements project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the Town of Lady Lake, the Client, for the fees stipulated hereafter.

## SCOPE OF SERVICES

### A. BASIC ENGINEERING SERVICES

1. Preparation of plans and specifications for the recommended project outlined within the Wastewater System Master Plan. The project is currently anticipated to include:

   (a) Addition of a coarse-bubble diffuser system within the Town's WWTP No. 2 aeration tank. The existing fine-bubble system will remain for future service when the plant is under higher loading and flows;
   (b) Replacement of the Town's existing 60 Hp blower (Blower No. 2) with a new 100 Hp blower (Blower No. 1 and Blower No. 3 to remain as is) and associated upgrades to motor starter, breakers, conductors, etc.;
   (c) Rehabilitation of existing WWTP No. 2 interior metal components that require recoating before use, and rehabilitation of interior junction box at influent structure; and
   (d) Addition of aeration and influent wastewater isolation valves.

2. Preparation of an Engineer's Opinion of Probable Construction Cost.

3. Provide the Client with three (3) copies of final plans and specifications.

4. The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an invitation to bid, selling Bid Documents to prospective bidders, maintaining a record of prospective bidders to whom Bidding Documents have been issued, issuing addenda as appropriate to clarify, correct or change the bid documents, and preparing a tabulation of bids.

5. Provide standard Engineering Construction Administration Services including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's application for payment; processing change orders, if required; reviewing the Contractor's completion documents and record drawings; and performing a final inspection of the work.

## B. OBSERVATION SERVICES

1. Providing the services of a project representative to make weekly on-site visits during the construction of the project, and update the Engineer and Client of construction progress.

## C. ADDITIONAL ENGINEERING SERVICES

1. Provide on-site, above-ground field topographic field survey of the project limits within the WWTP site. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation, in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

2. Preparation of a Florida Department of Environmental Protection (FDEP) Application for a Minor Revision to a Wastewater Facility Permit (if required).

3. Update WWTP Operation and Maintenance Manual.

## ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the following items in a timely fashion and at no expense to the Engineer:

1. As needed, any copies of monthly operating reports, previous correspondence with FDEP, and related data that the Engineer could not obtain from FDEP. Some of this data has already been delivered to the Engineer and/or downloaded as part of the master planning efforts. If additional information is required, the Engineer will submit a request specifying what materials are needed to complete the necessary documentation for FDEP.

2. All permit processing fees charged by regulatory agencies.

## SCHEDULE OF FEES

The Engineer shall be paid the following lump sum amounts for the various items of the Scope of Work:

| | |
|---|---|
| Item A, Basic Engineering Services | $48,500 |
| Item B, Observation Services | $15,500 |
| Item C, Additional Engineering Services | $5,500 |
| **Total** | **$69,500** |

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

## ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer shall serve as Notice-to-Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Thank you for giving us the opportunity to continue to serve the Town of Lady Lake.

Sincerely,
Mittauer & Associates, Inc.

Joseph A. Mittauer, P.E.
President

JAM/JRS/pj

Accepted by
Town of Lady Lake, Florida

By:_____
Kris Kollgaard, Town Manager

Date:_____

K-12

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE:** March 16, 2015

**SUBJECT:** Consideration of Resolution No. 2015-101 – First/Final Reading – Authorizing the Mayor to Sign the FDOT LAP Supplemental Agreements for Project # 433200-1-38-01 in Support of the Safe Routes to School Project

**DEPARTMENT: Parks & Recreation**

**STAFF RECOMMENDED MOTION:** Approve Resolution No. 2015-101 – First/Final Reading – Authorizing the Mayor to Sign the FDOT LAP Supplemental Agreements for Project # 433200-1-38-01 in Support of the Safe Routes to School Project

**SUMMARY:** This resolution is needed to accompany the executed Local Agency Program Supplemental Agreements in order to receive supplemental funds from the Florida Department of Transportation District 5 for the Villages Elementary School Sidewalk Safety Improvements Project under the "Safe Routes to School" project grant.

**FISCAL IMPACT:** N/A

[ ] **Capital Budget**
[ ] **Operating**
[ ] **Other**

**ATTACHMENTS:** [ ] **Ordinance** [X] **Resolution** [ ] **Budget Resolution**
[ ] **Other** [X] **Support Documents - E-Mail**

| | | |
|---|---|---|
| **DEPARTMENT HEAD** MDB | **Submitted** March 10, 15 | **Date** March 16, 15 |
| **HR** | **Approved as to form** | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3/16/15 | **Date** 3/10/15 |

**COMMISSION ACTION:**

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

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

# RESOLUTION NO. 2015-101

## A RESOLUTION OF THE TOWN OF LADY LAKE IN SUPPORT OF THE "SAFE ROUTES TO SCHOOL" PROJECT

**WHEREAS,** the Town of Lady Lake was awarded funding for construction of sidewalks under the Safe Routes to School Grant by the State of Florida Department of Transportation; and

**WHEREAS**, the State of Florida Department of Transportation and the Town of Lady Lake desires to facilitate the Villages Elementary School Sidewalk Safety Improvements Project; and,

**WHEREAS**, the State of Florida Department of Transportation has requested the Town of Lady Lake to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreements for the aforementioned project, FPN 433200-1-38-01.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commissioners of the Town of Lady Lake that the Mayor of the Town of Lady Lake is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreements for the aforementioned project, FPN 433200-1-38-01.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

**RESOLVED** this **16th** day of **March**, **2015**, by the Town Commission of the Town of Lady Lake, Florida.

**TOWN OF LADY LAKE, FLORIDA**

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

DRAFT

# 433200-1

DELETE REPLY REPLY ALL FORWARD ...

Mark as unread

Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>
Fri 3/6/2015 4:22 PM

**To:** Mike Burske;

**Cc:** D5-LAP Admin <D5-LAPAdmin@dot.state.fl.us>;

You replied on 3/7/2015 7:06 AM.

1 attachment

SA#1
433200~.pdf

Mike,

I received your message regarding the need for a Resolution for Supplemental Agreement #1 for the above referenced project. Given the language in the previous resolution (see page 6 of the attached) did say "agreement" and not "agreements" we will need a new resolution to accompany Supplemental #2. If the Board would like to grant the Mayor authority for this and any future Supplemental Agreements that may be required for this project, they can modify the language accordingly to provide that authority.

Thanks, and have a great weekend!

Lisa Buscher
Florida Department of Transportation - Local Government Agreements
District Local Government Program Administrator
719 South Woodland Blvd, MS 4-520
DeLand, FL. 32720-6800
(386) 943-5452
lisa.buscher@dot.state.fl.us

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, please notify the sender, delete this message, and do not use, disseminate or copy its contents. Thank you.

K-13

# TOWN COMMISSION AGENDA ITEM

**REQUESTED MEETING DATE: March 16, 2015 –SECOND/FINAL READING**

**SUBJECT:** **Ordinance 2015-01 – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road - Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA). (Alternate Key #3250290)**

**DEPARTMENT:** **GROWTH MANAGEMENT**

**STAFF RECOMMENDED MOTION:**

**Staff recommends approval of Ordinance 2015-01 providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA).**

Applicant, Michael or Joy Girard, has submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road – addressed at 175 S. Rolling Acres. The property includes approximately 12.65 ± acres (referenced by Alternate Key Number 3250290) currently in the Town of Lady Lake.

The subject property is currently operating as a Self-Storage Facility consisting of eight (8) buildings providing 109,700 square feet of storage space. There is also now a 1,200 square foot office in addition to the original office building of 3,389 square feet. There is also a miniature golf course and batting cages in operation on the property, as well as an existing building of 763 square feet to be converted to a manager's residence. Pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance 2013-10, to include the Motor Vehicle/RV/Boat Storage as a permitted use, as well as the following changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. Building being approximately 763 square feet.

- Phase 2 changes the originally planned twelve (12) mini storage buildings totaling 41,000 square feet to two (2) proposed Indoor Motor Vehicle/RV/Boat Storage Buildings totaling 41,400 square feet.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six (6) mini storage buildings will not be planned in Phase 3.

- A new total of 152,452 square feet of buildings are planned for the site with a net reduction of 9,548 square feet from the originally approved development. The originally approved building coverage on-site was 162,000 square feet.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Planning & Zoning Board.

The Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| **Subject Property** | Lady Lake – Planned Commercial (CP) |
| **Zoning of Adjacent Properties** | |
| **West** | Lake County-Agricultural Residential |
| **East** | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
| **North** | PFD (Public Facilities District)/ Lake County-Agricultural |
| **South** | Lady Lake- Planned Unit Development (PUD) |

**Future Land Use**

| | |
|---|---|
| **Subject Property** | Lady Lake – General Commercial Retail Sales & Services (RET) |
| **Future Land Use of Adjacent Properties** | |
| **West** | Lake County – Urban Low |
| **East** | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| **North** | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| **South** | Lady Lake – General Commercial Retail Sales & Services (RET) |

The current Future Land Use Designation of the subject property (12.65 ± acres) Lady Lake Commercial General – Retail Sales & Services (RET) is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Comments:

1.) Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893.

2.) Should the amendment to the Memorandum of Agreement be approved, the applicant will have to supply a modified site plan, via the major modification to site plan process (applicant is undergoing this process concurrently).

Notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. All certified mail receipts have been returned; no comments regarding objection or support of the amendment have been received to date. On March 2, 2015, Town Attorney, Derek Schroth, reviewed and approved Ordinance 2015-01 to form.

**Past Actions**

At the December 15, 2014, **Special Commission Meeting** (Conceptual Workshop) it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented.

The application materials were circulated to members of the **Technical Review Committee (TRC)**, on Wednesday, January 28, 2015. No comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board.

At the February 9, 2015, meeting of the **Planning and Zoning Board**, the board voted 5-0 to forward Ordinance 2015-01 to the Town Commission with the recommendation of approval.

On March 2, 2015, the **Town Commission** voted 4-0 for approval of Ordinance 2015-01 upon First Reading.

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**FISCAL IMPACT: $ -0-** **[ ] Capital Budget**

**[ ] Operating** **[ ] Other**

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**ATTACHMENTS:** **[ x ] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

**[ ] Other**

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

VL 3-9-2015

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| | | |
|---|---|---|
| **DEPARTMENT HEAD** | **Submitted** 3/9/15 | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN ATTORNEY** | **Approved as to Form and Legality** | **Date** |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3/16/15 | **Date** 3/9/15 |

---

**COMMISSION ACTION:** **[ ] Approved as Recommended** **[ ] Disapproved**

**[ ] Tabled Indefinitely** **[ ] Continued to Date Certain**

**[ ] Approved with Modification**

**ORDINANCE NO. 2015-01**

**AN ORDINANCE OF THE TOWN OF LADY LAKE; AMENDING ORDINANCE NO. 2013-10; REQUESTING AMENDMENT OF THE MEMORANDUM OF AGREEMENT (MOA) FOR THE PLANNED COMMERCIAL DISTRICT (CP) FOR PROPERTY OWNED BY TREE TOPS GOLF INC., SUBJECT PROPERTY LOCATED AT 175 S. ROLLING ACRES RD. (AK #3250290), WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

**WHEREAS**, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes, and Chapter 9J-5, Florida Administrative Code; and

**WHEREAS**, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

**WHEREAS**, on February 9, 2015, pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the Planning and Zoning Board of the Town of Lady Lake reviewed the proposed amendment to the Memorandum of Agreement which is attached hereto as Exhibit "B" and recommended to the Town Commission of the Town of Lady Lake that said amendment be adopted; and

**WHEREAS**, the Town Commission of the Town of Lady Lake, through Ordinance No. 2013-10, approved, at a duly noticed meeting, re-designation of said property owned by Tree Tops Golf Inc., and approved and entered into a Memorandum of Agreement setting forth certain permitted uses under the "CP" zoning; and

**WHEREAS**, on September 18, 2013, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 4384, Pgs. 886-893, and at this time, again desire to amend the Memorandum of Agreement and the "CP" zoning to include and establish new permitted uses as well as other terms regarding setbacks, new buildings, landscaping buffers, parking spaces, loading space requirements, and water retention areas.

**NOW THEREFORE,** be it ordained and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida:

**Section 1.** **Amendment for Changes Within the Site.** Said property is more particularly described in Exhibit "A", attached hereto and incorporated herein. The existing "CP" zoning and

the existing Memorandum of Agreement entered into by the parties is hereby modified and amended to include and establish new permitted uses as well as other terms regarding setbacks, new buildings, landscaping buffers, parking spaces, loading space requirement and water retention areas.

**Section 2.** **Conflict.** The prior agreement as adopted under Ordinance No. 2013-10 is hereby deleted in its entirety and is replaced in its entirety by Exhibit "B".

**Section 3.** **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 4.** **Effective Date.** This Ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida in accordance with Florida law.

**PASSED AND ORDAINED** this 16th day of March, 2015, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

**TOWN OF LADY LAKE, FLORIDA**

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

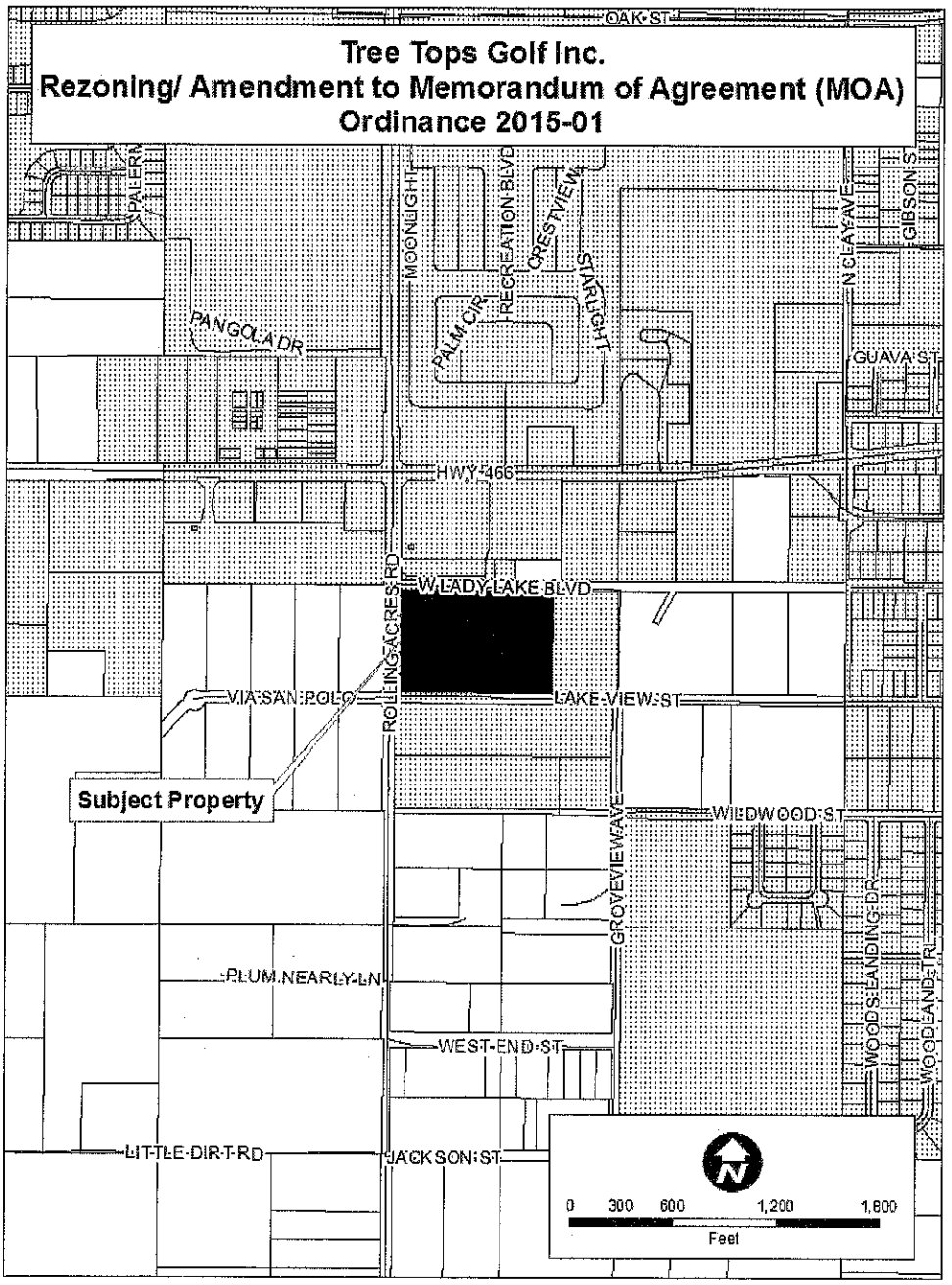
_____
Derek Schroth, Town Attorney

**EXHIBIT "A"**
Legal Description

SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LADY LAKE, LEE & STEVENS ADD LOT 9, 10, 11--LESS E 46 FT—PB 8 PG 11 ORB 1671 PG 823

Property Appraisers Parcel Identification (Folio) Number: 2018241105-000-00900



# EXHIBIT "B"
# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated this 16th day of March, 2015 between the Town of Lady Lake, Florida (the "Town") and Rolling Acres Self Storage, aka Tree Tops Golf, Inc. ("Property Owner").

## RECITALS

1. The Property Owner is the fee simple owner of certain real property in Lady Lake, Florida as described in the legal description attached as Exhibit "A".

2. On September 18, 2013, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 4384, Pgs. 886-893.

3. On September 10, 2003, the Town and the owner entered into a Memorandum of Agreement ("MOA") pursuant to the provisions of Chapter 5, Section 4) o) 5) a) 1) of the Town's Land Development regulations.

4. The real property described in the legal description is zoned CP "Planned Commercial" pursuant to the Ordinance No. 98-08, November 2, 1998.

5. The applicant wishes to amend the existing MOA to include additional uses.

6. At this time, the parties wish to enter into an amended Memorandum of Agreement pursuant to the provisions of the Town's Land Development Regulations.

**NOW THEREFORE,** In recognition of the foregoing, the parties agree to the following terms and conditions as part of the CP zoning for that property described in the attached legal description, Exhibit "A".

1. Permitted Uses.
   Retail Sales & Services, Miniature Golf and associated retail sales and services, Softball Batting Cages, Golf Driving Range, and associated accessory uses, Mini Storage and office, Manager's Residence, RV Sewage Dump Station, and Indoor Motor Vehicle/RV/Boat Storage.

2. Uses Expressly Prohibited. Any and all uses other than those aforementioned as "permitted uses" shall be expressly prohibited.

3. Hours of Operation. The hours of operation shall be as follows:
   A. Open at 7:00 a.m.
   B. Close at 9:00 p.m.

4. Design Standards.
   A. The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%).
   B. Maximum building height is thirty-five feet (35') unless adequate fire protection measures are provided.
   C. Setback requirements shall be:
      1. Front Yard Setback – Front Yard to Rolling Acres Road & West Lady Lake Boulevard – Twenty-Five (25) feet minimum
      2. Side Yard Setback: - Five (5) feet minimum
      3. Rear Yard Setback: - Fifteen (15) feet minimum

5. Parking and Accessibility. Parking requirements shall be as required pursuant to Chapter 7 of the Town's Land Development Regulations for the specific use. All parking spaces shall be ten by twenty (10 x 20) feet in size. The required parking on the site shall be comprised of a minimum of 61 paved parking spaces in conformance with adopted code and as indicated on the site plan. Cross Access Easement to other sites will not be provided based on the nature of the business as a gated mini storage facility operation. The mandatory paving extension of Lady Lake Boulevard shall occur prior to, or concurrent with, the opening of the secondary egress location in Phase II as depicted on the Bubble Plan, and attached hereto as Exhibit "C". The paved access shall comply with all Town road construction standards.

6. Landscaping. The applicant shall utilize the existing natural vegetative (Oak Tree) buffer within the property as shown on the site plan for buffer landscape requirements. At which time the property is redeveloped, a Class "A" Landscape Buffer, ten (10) feet in width, shall be installed pursuant to Chapter 10, Landscaping section of the Land Development Regulations. In addition, the west buffer abutting Rolling Acres Road shall contain a decorative fence; all other buffers shall contain decorative (coated) chain link fencing in addition to the landscaping material.

7. Water Retention Areas. The drainage and stormwater retention requirements of the Town and the appropriate regulatory agencies shall be met and approved by the Town Consulting Engineer. These areas shall be properly maintained by the developer.

8. Lighting. All lighting for the proposed facilities shall be designed and located such that light and/or glare shall be directed upon the subject property only.

9. Potable water & Sanitary Sewer. The property described in Exhibit "A'" shall connect to the Town of Lady Lake's potable water, central sewer, and reclaim/reuse systems at time of commencement of Phase I. All costs associated with design, permitting, engineering, materials, construction and inspections shall be the sole cost of the developer.

10. Development Phases:
    A. Phase I: ( 8) Mini storage buildings, parking spaces, front parking lot area, existing retail building,, dumpster area, and retention ponds.
    B. Phase II: ( 2) Additional Indoor Motor Vehicle/RV/Boat Storage Buildings, parking spaces, retention pond, secondary egress drive, managers residence and RV sewage dump station.

    Note: The mini golf course, batting cages, and associated accessory uses may continue in operation through the entire development build-out.

11. Compliance with All Requirements. Nothing herein shall relieve the Developer or their successors or assigns from obtaining any local, regional, state or federal permits or compliance with any applicable ordinance, laws, rules or regulations necessary for the development of the property.

12. Heirs and Successors. The terms and conditions as set forth in this Memorandum of Agreement shall insure to the benefit of, and shall constitute a covenant running with the land and under the terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns and successors in title or interest, and shall be subject to each and every condition herein set out.

13. Recordation. The Memorandum of Agreement shall be recorded in the Public Records of Lake County, Florida.

14. Enforcement. Enforcement of this Memorandum of Agreement shall be through the Town of Lady Lake Town Commission. Upon approval of this agreement, the aforementioned property shall only be used for the purposes described herein. No change in the use, further expansion of the uses, additions to the uses, or additions to the facilities shall be permitted except as approved by formal amendment of this Memorandum of Agreement. Any other proposed use shall be specifically authorized by amendment and approval of the Town of Lady Lake Commission and shall be legally binding upon any heirs, assigns and successors in title or interest.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**OWNER**

By: _____
Michael Girard

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, Owner of the Property, who is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

**TOWN OF LADY LAKE, FLORIDA**
LAKE COUNTY, FLORIDA

By: _____
Ruth Kussard, Mayor

ATTEST:

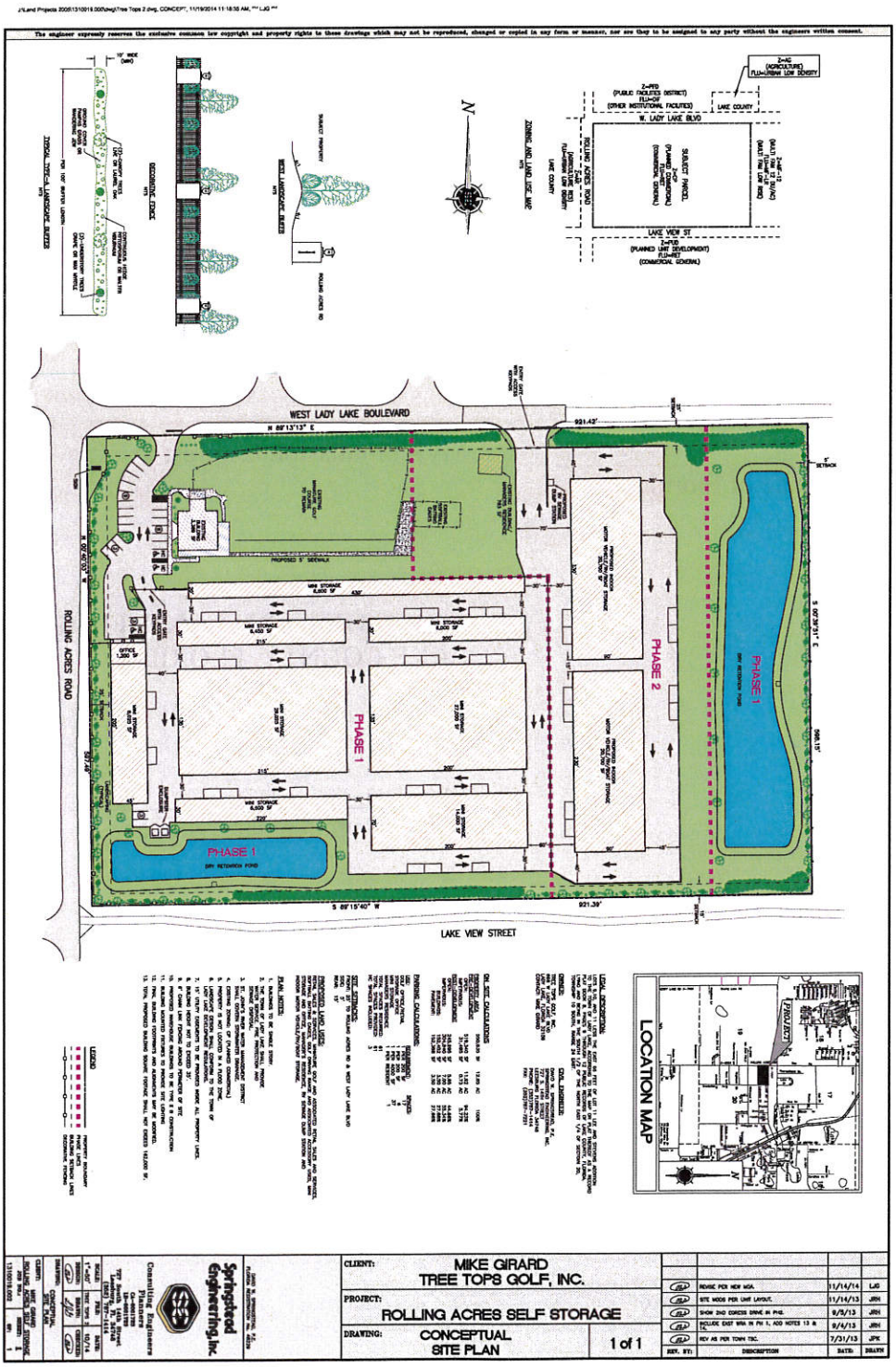
_____
Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

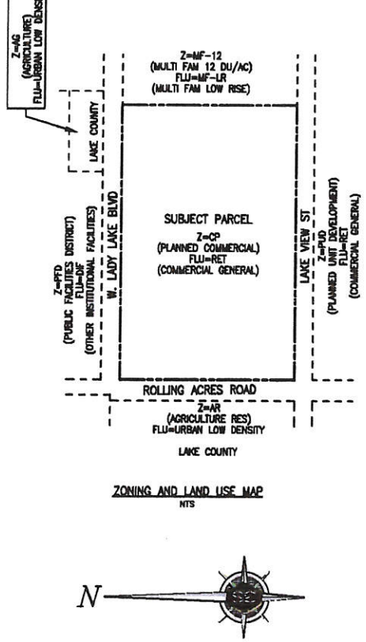
_____
Derek Schroth, Town Attorney

# EXHIBIT "C"
# BUBBLE PLAN

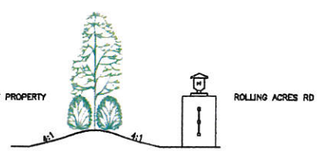
## Tree Tops Golf, Inc.



The engineer expressly reserves the exclusive common law copyright and property rights to these drawings which may not be reproduced, changed or copied in any form or manner, nor are they to be assigned to any party without the engineers written consent.

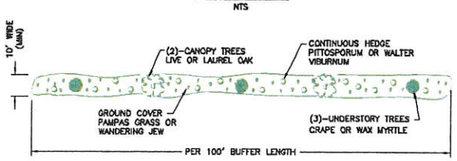



ZONING AND LAND USE MAP
NTS

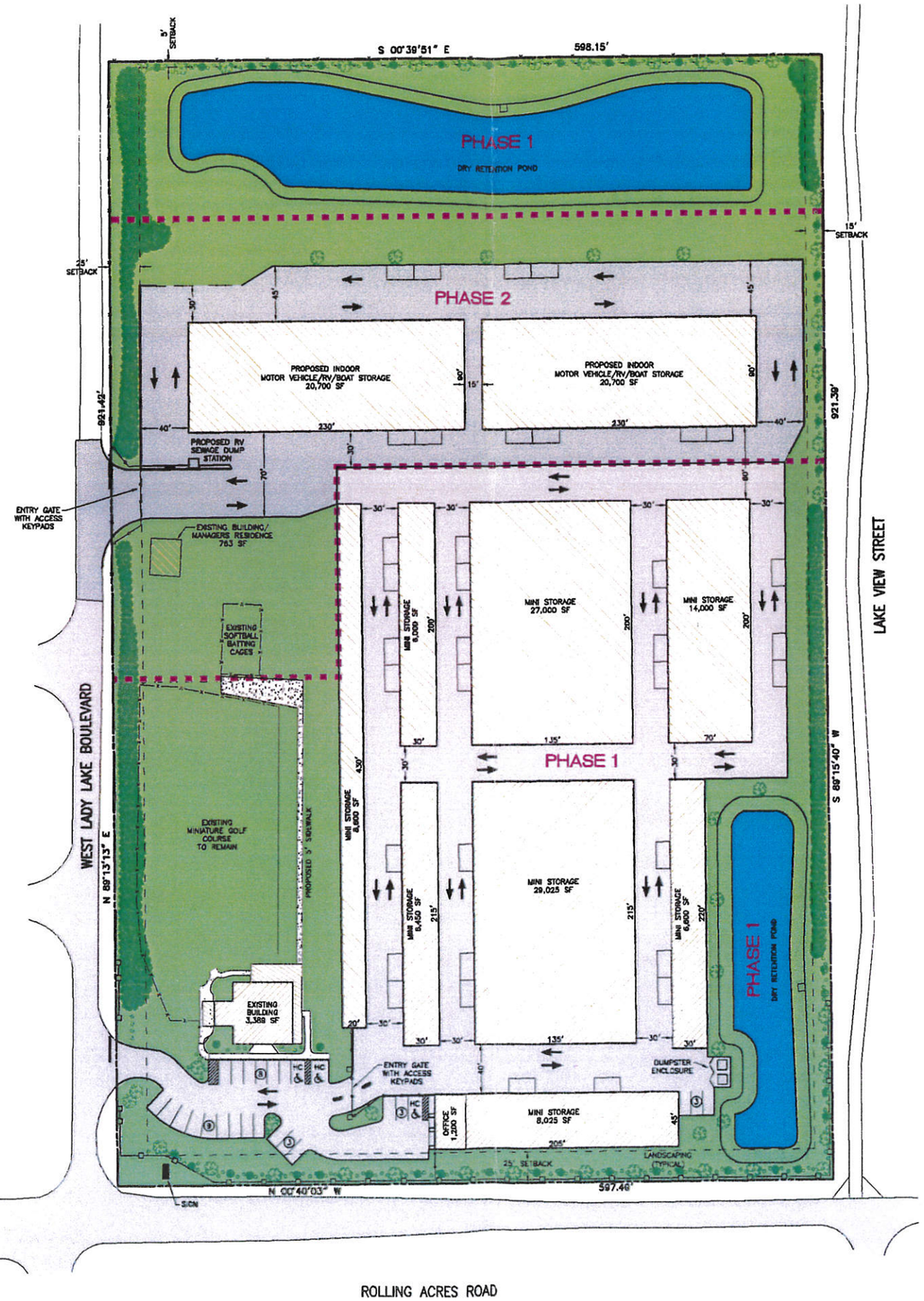


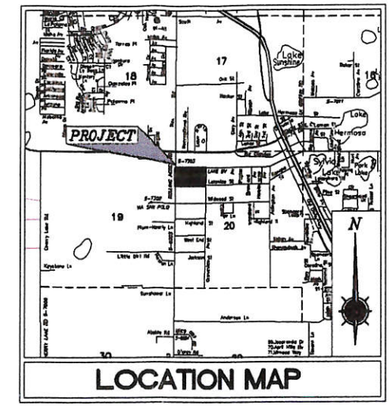

WEST LANDSCAPE BUFFER
NTS

DECORATIVE FENCE
NTS




TYPICAL TYPE-A LANDSCAPE BUFFER
NTS




LOCATION MAP

**LEGAL DESCRIPTION:**

LOTS 9,10, AND 11 LESS THE EAST 86 FEET OF LOT 11 LEE AND STEVENS ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS A RECORD PLAT BOOK 5, PAGES 8 THROUGH 12 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LYING AND BEING IN THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTOIN 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST.

**OWNER:**

TREE TOPS GOLF, INC.
698 W LADY LAKE BLVD
LADY LAKE, FLORIDA 32159
CONTACT: MIKE GIRARD

**CIVIL ENGINEER:**

DAVID W. SPRINGSTEAD, P.E.
SPRINGSTEAD ENGINEERING, INC.
727 S. 14TH STREET
LEESBURG FLORIDA 34748
PHONE: (352)787-1414
FAX: (352)787-7221

**ON SITE CALCULATIONS**

| | | | |
|---|---|---|---|
| PROPERTY AREA | 550,835 SF | 12.65 AC | 100% |
| PRE-DEVELOPMENT | | | |
| OPEN: | 519,340 SF | 11.92 AC | 94.23% |
| IMPERVIOUS: | 31,495 SF | 0.73 AC | 5.77% |
| POST-DEVELOPMENT | | | |
| OPEN: | 245,895 SF | 5.65 AC | 44.66% |
| IMPERVIOUS: | 304,940 SF | 7.00 AC | 55.34% |
| BUILDINGS: | 152,452 SF | 3.50 AC | 27.66% |
| PAVEMENT: | 152,388 SF | 3.50 AC | 27.68% |

**PARKING CALCULATIONS:**

| USE: | REQUIREMENT: | SPACES: |
|---|---|---|
| GOLF OFFICE/RETAIL | 1 PER 200 SF | 17 |
| STORAGE OFFICE | 1 PER 200 SF | 6 |
| MINI STORAGE | 1 PER 4000 SF | 37 |
| MANAGERS RESIDENCE | 1 PER RESIDENT | 1 |
| TOTAL SPACES REQUIRED: | 61 | |
| TOTAL SPACES PROVIDED: | 61 | |
| HC SPACES INCLUDED: | 3 | |

**SITE SETBACKS:**

FRONT: 25' TO ROLLING ACRES RD & WEST LADY LAKE BLVD
SIDE: 5'
REAR: 15'

**PROPOSED LAND USES:**

RETAIL SALES & SERVICES, MINIATURE GOLF AND ASSOCIATED RETAIL SALES AND SERVICES, SOFTBALL BATTING CAGES, GOLF DRIVING RANGE AND ASSOCIATED ACCESSORY USES, MINI STORAGE AND OFFICE, MANAGER'S RESIDENCE, RV SEWAGE DUMP STATION AND INDOOR MOTOR VEHICLE/RV/BOAT STORAGE.

**PLAN NOTES:**

1. BUILDINGS TO BE SINGLE STORY.
2. THE TOWN OF LADY LAKE SHALL PROVIDE WATER SERVICE, FIRE PROTECTION AND SEWAGE DISPOSAL.
3. ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT SHALL GOVERN STORMWATER DRAINAGE.
4. EXISTING ZONING: CP (PLANNED COMMERCIAL)
5. PROPERTY IS NOT LOCATED IN A FLOOD ZONE.
6. LANDSCAPE DESIGN SHALL CONFORM TO THE TOWN OF LADY LAKE DEVELOPMENT REGULATIONS.
7. 15' UTILITY EASEMENTS TO BE PROVIDED INSIDE ALL PROPERTY LINES.
8. BUILDING HEIGHT NOT TO EXCEED 35'.
9. 6' CHAIN LINK FENCING AROUND PERIMETER OF SITE
10. PROPOSED WAREHOUSE BUILDINGS TO BE TYPE II B CONSTRUCTION
11. BUILDING MOUNTED FIXTURES TO PROVIDE SITE LIGHTING
12. FINAL BUILDING FOOTPRINTS AND ALIGNMENTS MAY BE MODIFIED.
13. TOTAL PROPOSED BUILDING SQUARE FOOTAGE SHALL NOT EXCEED 152,000 SF.

**LEGEND**

- PROPERTY BOUNDARY
- PHASE LINES
- BUILDING SETBACK LINES
- DECORATIVE FENCING

| REV. NO. | DESCRIPTION | DATE: | DRAWN |
|---|---|---|---|
| | REVISE PER NEW MDA. | 11/14/14 | LJG |
| | SITE MODS PER UNIT LAYOUT. | 11/14/13 | JRH |
| | SHOW 2ND EGRESS DRIVE IN PH2. | 9/5/13 | JRH |
| | INCLUDE EAST WBA IN PH 1, ADD NOTES 13 & 14. | 9/4/13 | JRH |
| | REV AS PER TOWN TRC. | 7/31/13 | JPK |

CLIENT: MIKE GIRARD
TREE TOPS GOLF, INC.

PROJECT: ROLLING ACRES SELF STORAGE

DRAWING: CONCEPTUAL SITE PLAN

1 of 1

DAVID W. SPRINGSTEAD, P.E.
FLORIDA REGISTRATION No. 48229

Springstead Engineering, inc.
Consulting Engineers
Planners
CA-0001723
LB-0001723
727 South 14th Street
Leesburg, Fl. 34748
(352) 787-1414

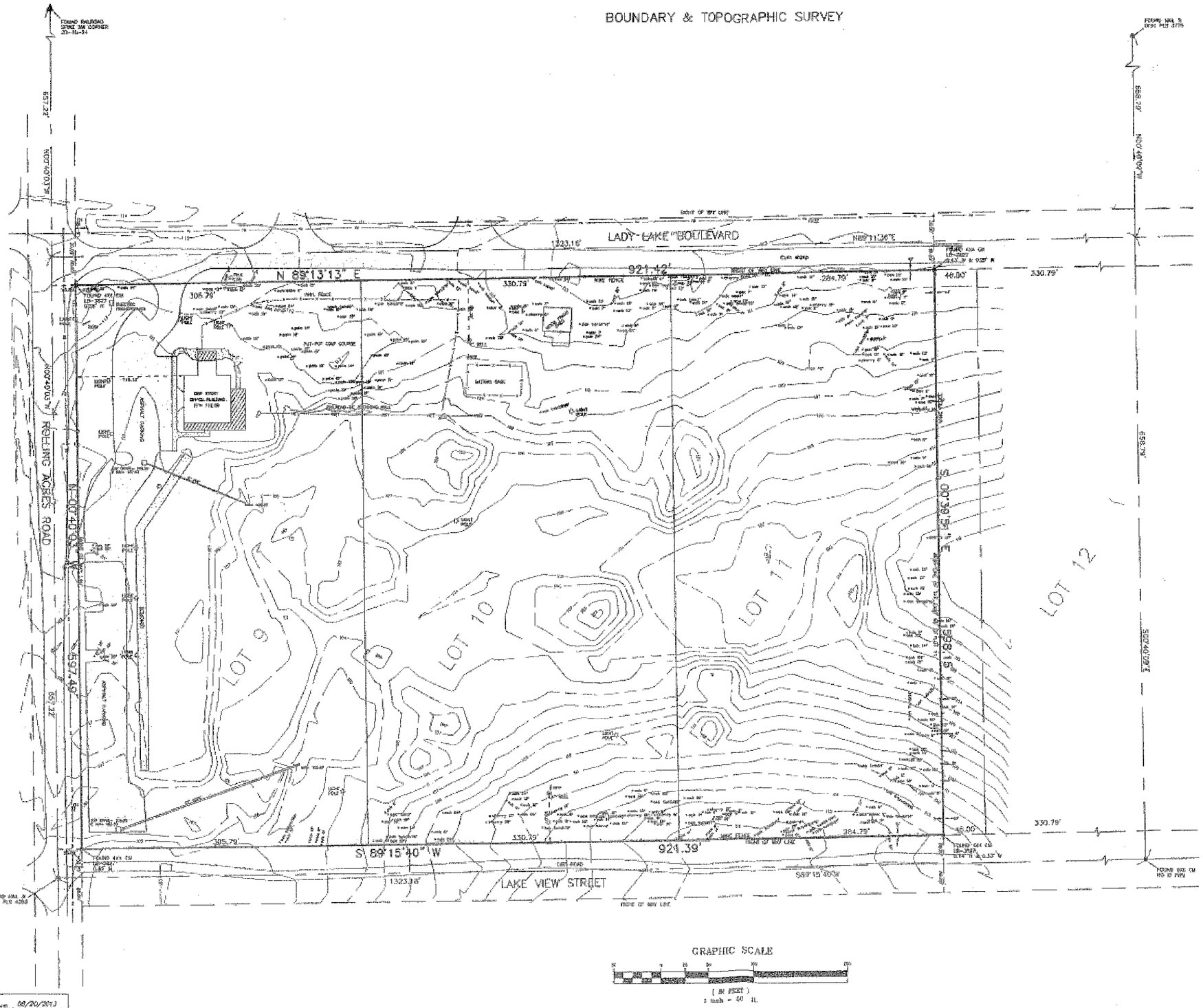
| SCALE: | FILE: | DATE: |
|---|---|---|
| 1"=50' | TREE TOPS 2 | 10/14 |
| DESIGN: | DRAWN: | CHECKED: |

DRAWING: CONCEPTUAL SITE PLAN
CLIENT: MIKE GIRARD
ROLLING ACRES SELF STORAGE

| JOB NO.: | SHEET: |
|---|---|
| 1310019.002 | 1 OF: 1 |

J:\Land Projects 2005\1310019.002\dwg\Tree Tops 2.dwg, CONCEPT, 1/13/2015 2:53:47 PM, ****VL****

# BOUNDARY & TOPOGRAPHIC SURVEY




GRAPHIC SCALE

( IN FEET )
1 inch = 40 ft.

DESCRIPTION:

LOTS 9, 10 AND 11, LESS THE EAST 46 FEET OF LOT 11, LEE GARD TOWNE ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE PLAT OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 9 THROUGH 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LYING AND BEING IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

NOTES:

1) SURVEY WAS COMPLETED IN THE FIELD ARCHIVE 23, 2010 AND ACCURATELY REFLECTS FIELD MEASUREMENTS. ALL MEASUREMENTS REFLECTED HEREON ARE FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.

2) THE EXPECTED USE OF THE LAND AS DESCRIBED IN THIS REPORT IS GENERAL STANDARDS OUTLINED FOR A GENERAL THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 5000 FEET.

3) BEARINGS ARE BASED ON AN ASSUMED BEARING AND ARE MEASURED TO THE WEST LINE OF THE NW 1/4 OF SECTION 30, TOWNSHIP 18S, RANGE 24E, AS BEING N. 00°40'03" W.

4) ELEVATIONS SHOWN ARE BASED ON NGVD 1988.

5) ALL UNDERGROUND UTILITIES IMPROVEMENTS AND PUBLIC UTILITIES HAVE NOT BEEN LOCATED AND SHOWN AT THIS TIME.

LEGEND:

CONC = CONCRETE
CM = CONCRETE MONUMENT
ID = IDENTIFICATION
PRM = PERMANENT REFERENCE
BFP = BACK FLOW PREVENTER
FH = FIRE HYDRANT
WM = WATER MAIN
SM = SANITARY SEWER FORCE MAIN

SURVEYORS CERTIFICATION: I HEREBY CERTIFY TO:

TREE TOPS GOLF

THAT THE BOUNDARY & TOPOGRAPHIC SURVEY, AS REPRESENTED HEREON, WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEVEN WILEY DATE
FLORIDA PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NUMBER 5467


WILEY SURVEYING AND MAPPING INC.
11922 CARRIGAN LANE
SPARRALA, FLORIDA 32764
PHONE: (352) 669-6046
(352) 267-2354
WILEYSURVEYING@GMAIL.COM
PROFESSIONAL SURVEYORS AND MAPPERS


| | |
|---|---|
| DRAWN BY: SRW | DATE: 06/20/2013 |
| PREPARED BY: SRW | DRAWING NO: 1 |
| F.B.: 1-2003-1 | SHEET 1 OF 1 |

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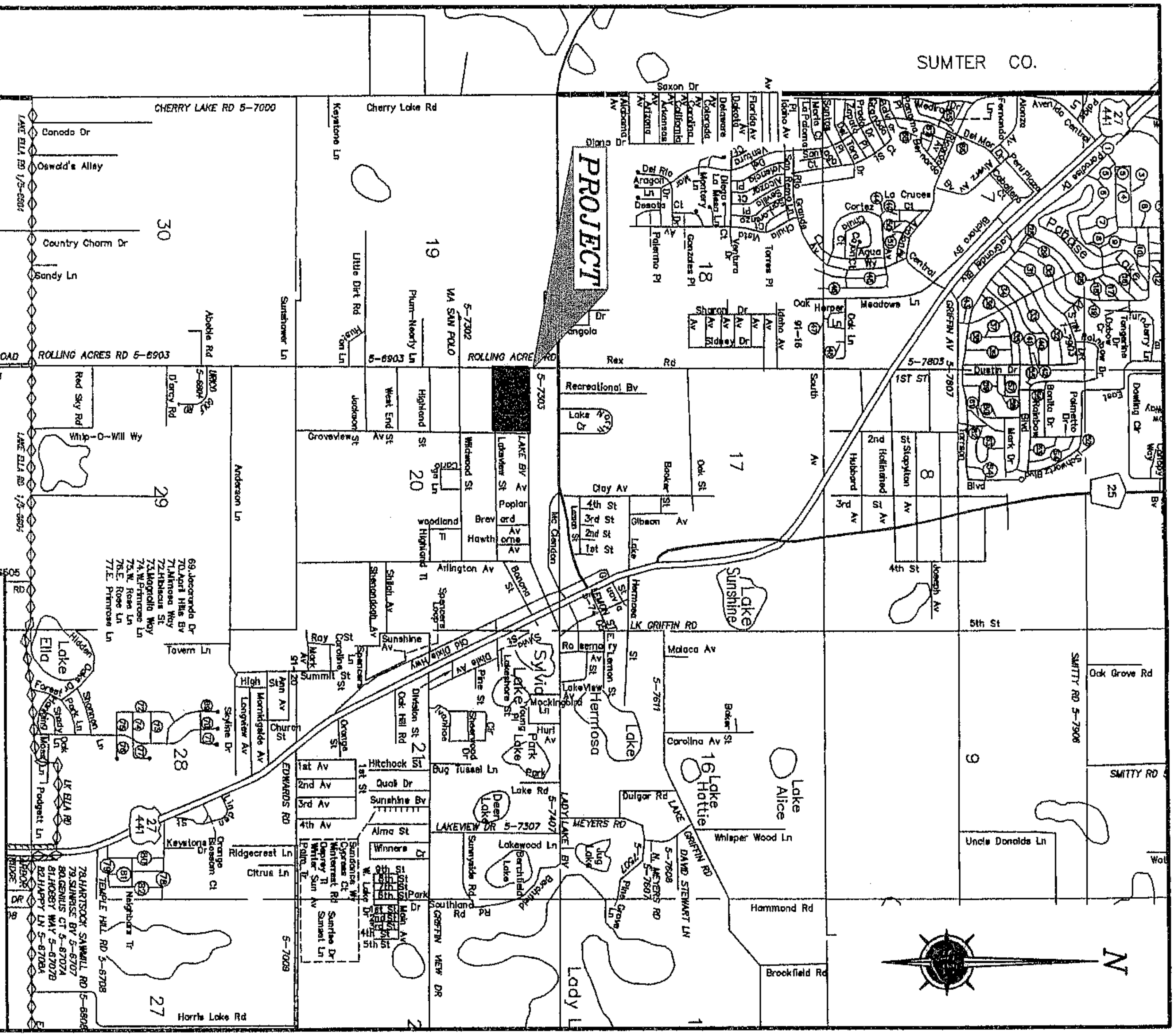


**Springstead Engineering, Inc.**
Consulting Engineers
Planners

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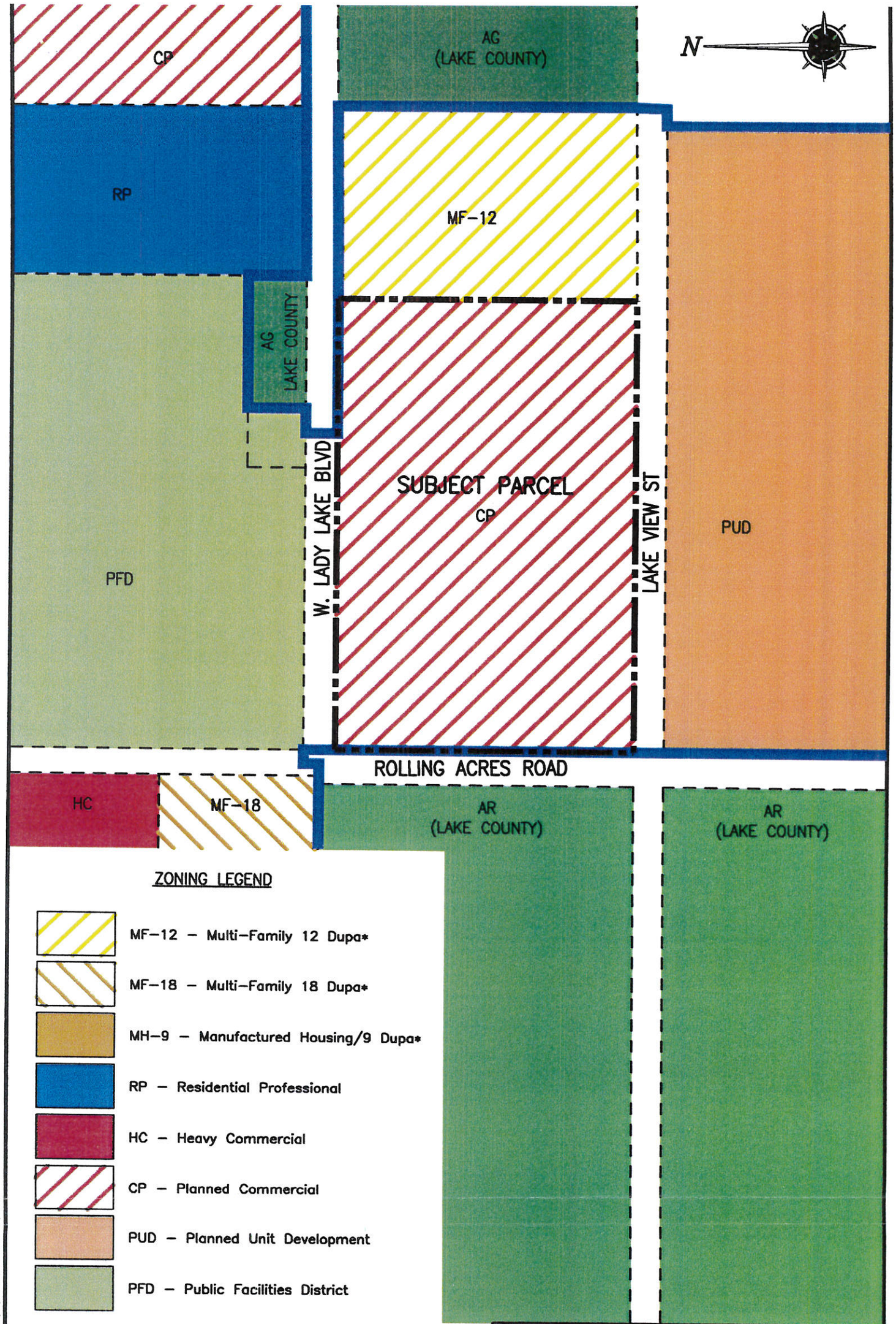
Leesburg, FL 34748
(352) 787-1414
CA-0001723
LB-0001723

**ROLLING ACRES SELF STORAGE**
**TREE TOPS GOLF, INC.**
**LOCATION MAP**

1310019.002

DESIGN: DWS DRAWN: JRH DATE: 1/13/15

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**ROLLING ACRES SELF STORAGE**
**TREE TOPS GOLF, INC.**
**EXISTING ZONING MAP**

1310019.002 DESIGN: DWS DRAWN: JRH DATE: 1/13/15

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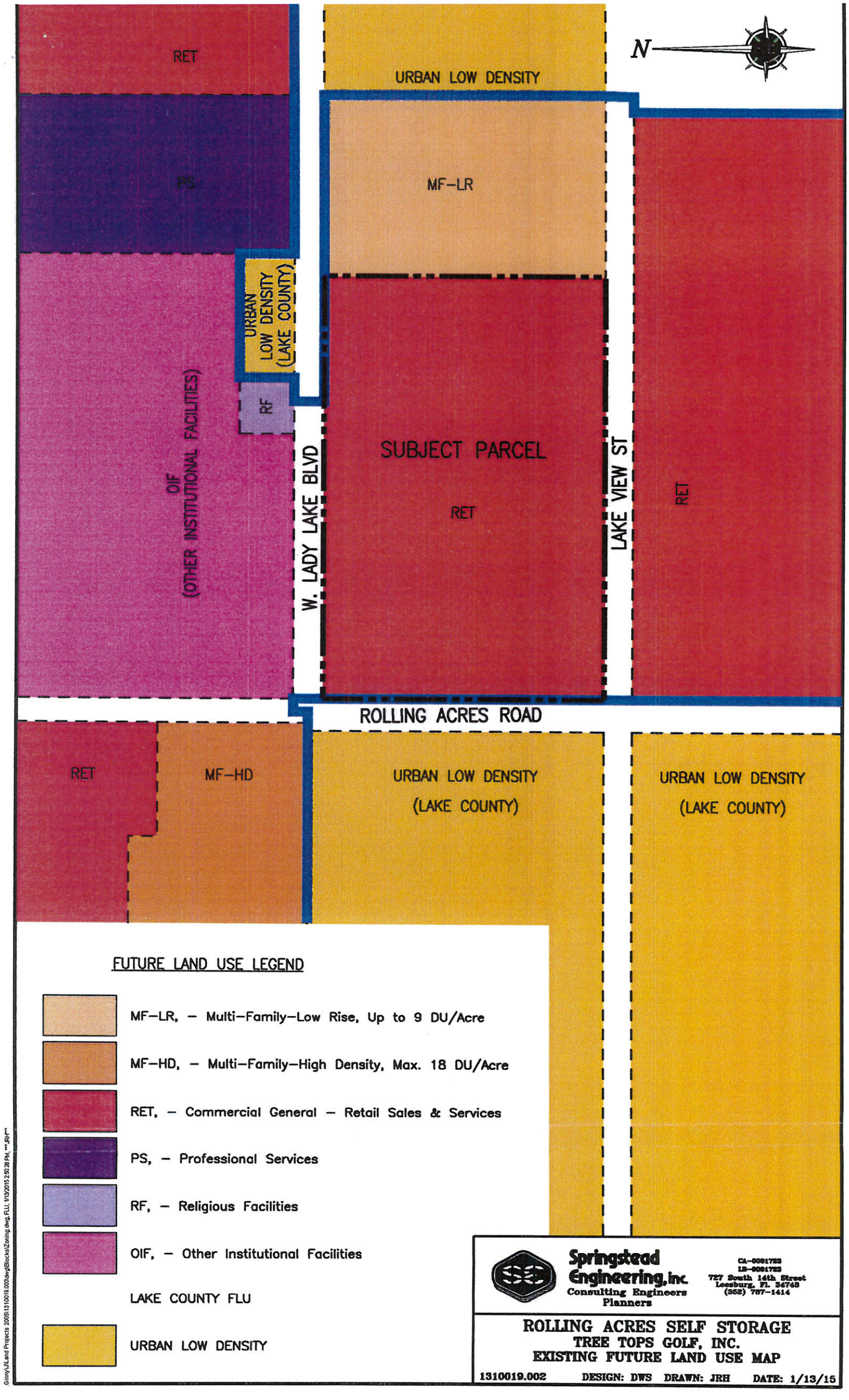
N
RET
URBAN LOW DENSITY
PS
MF-LR
URBAN LOW DENSITY (LAKE COUNTY)
RF
OIF (OTHER INSTITUTIONAL FACILITIES)
W. LADY LAKE BLVD
SUBJECT PARCEL
RET
LAKE VIEW ST
RET
ROLLING ACRES ROAD
RET
MF-HD
URBAN LOW DENSITY (LAKE COUNTY)
URBAN LOW DENSITY (LAKE COUNTY)
FUTURE LAND USE LEGEND
MF-LR, – Multi-Family-Low Rise, Up to 9 DU/Acre
MF-HD, – Multi-Family-High Density, Max. 18 DU/Acre
RET, – Commercial General – Retail Sales & Services
PS, – Professional Services
RF, – Religious Facilities
OIF, – Other Institutional Facilities
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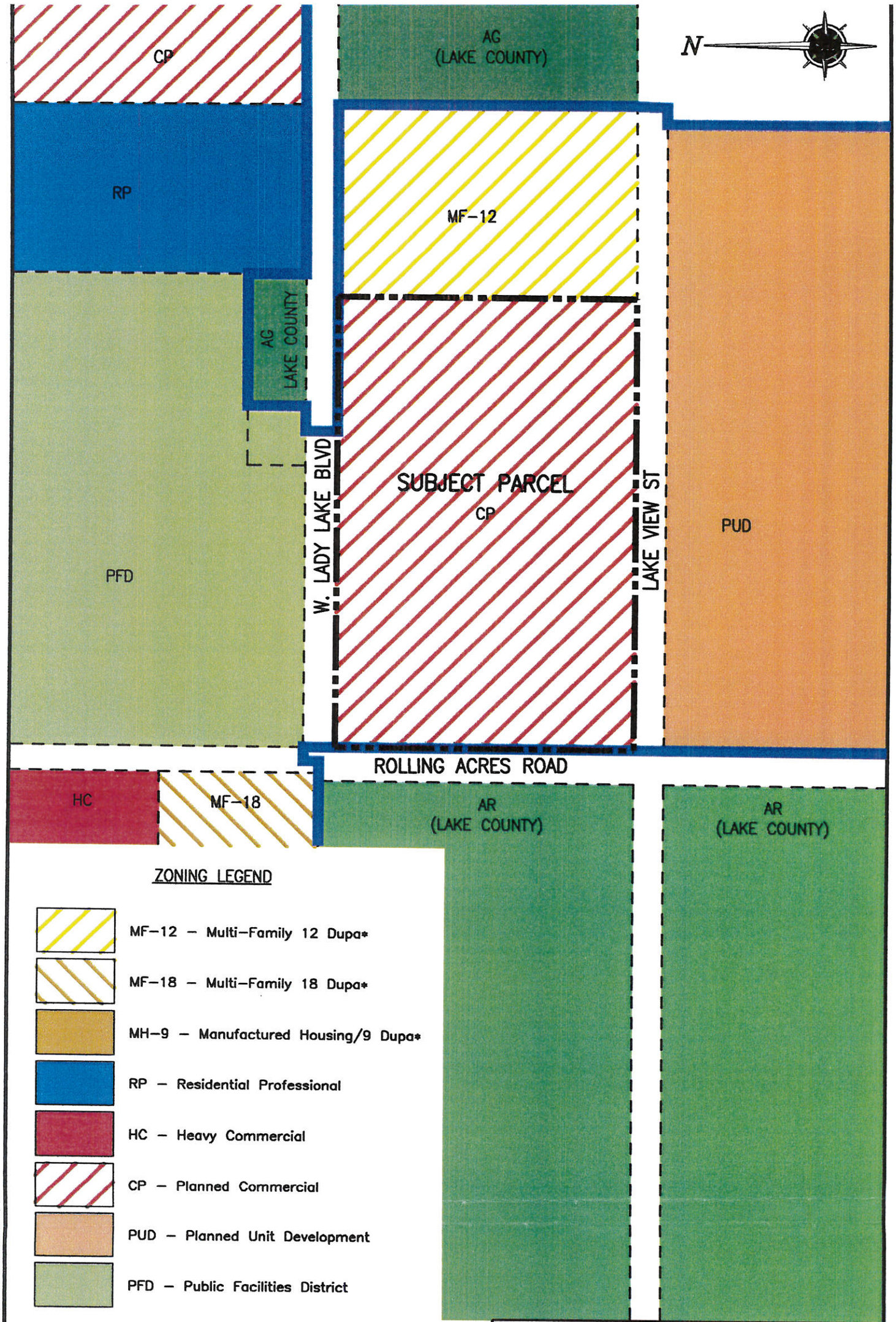
TREE TOPS GOLF, INC.
EXISTING FUTURE LAND USE MAP
1310019.002
DESIGN: DWS
DRAWN: JRH
DATE: 1/13/15

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**ROLLING ACRES SELF STORAGE**
**TREE TOPS GOLF, INC.**
**PROPOSED ZONING MAP**

1310019.002 DESIGN: DWS DRAWN: JRH DATE: 1/13/15

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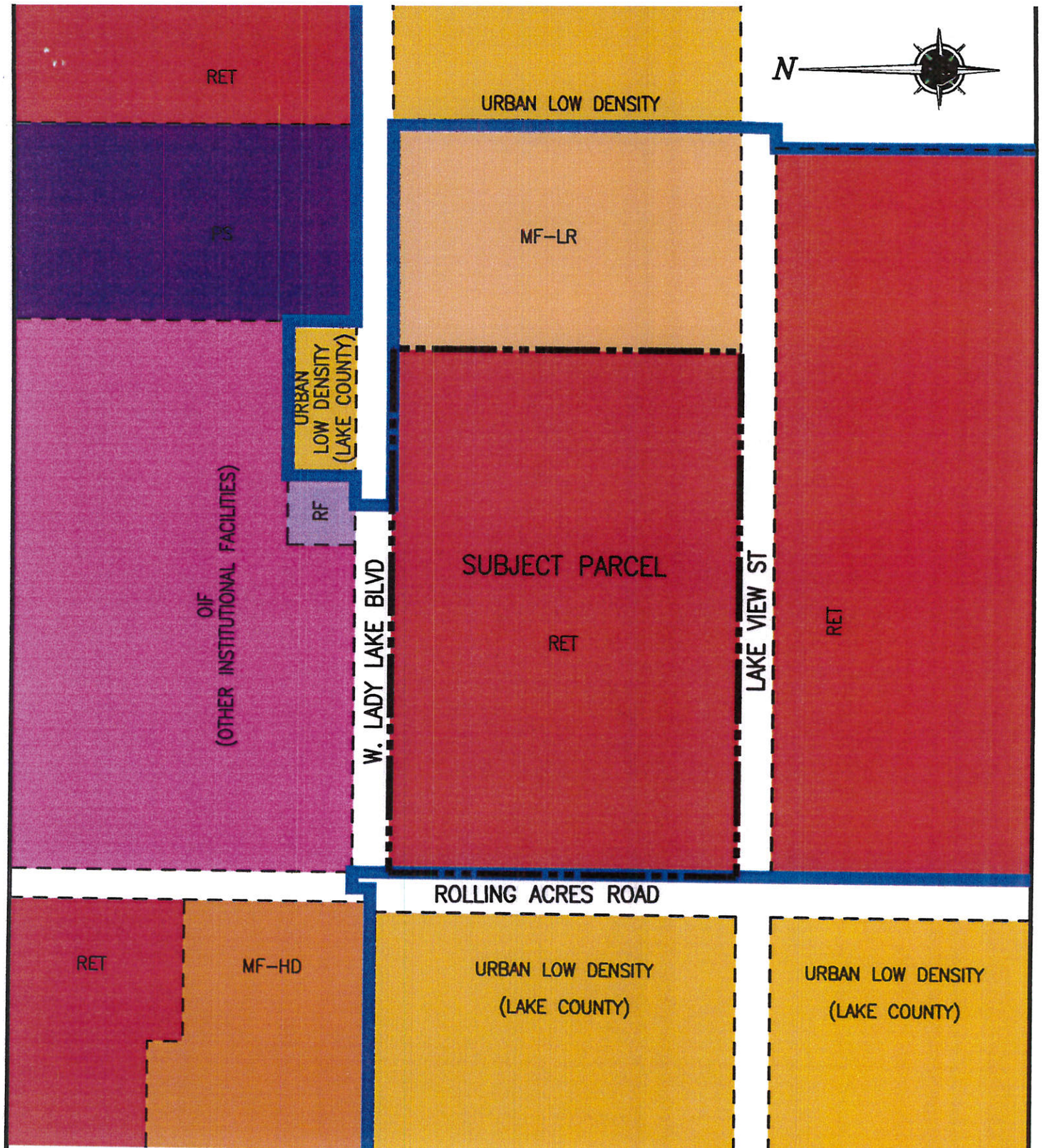


FUTURE LAND USE LEGEND

- MF-LR, – Multi-Family-Low Rise, Up to 9 DU/Acre
- MF-HD, – Multi-Family-High Density, Max. 18 DU/Acre
- RET, – Commercial General – Retail Sales & Services
- PS, – Professional Services
- RF, – Religious Facilities
- OIF, – Other Institutional Facilities

LAKE COUNTY FLU

- URBAN LOW DENSITY

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**ROLLING ACRES SELF STORAGE**
**TREE TOPS GOLF, INC.**
**PROPOSED FUTURE LAND USE MAP**

1310019.002 DESIGN: DWS DRAWN: JRH DATE: 1/13/15

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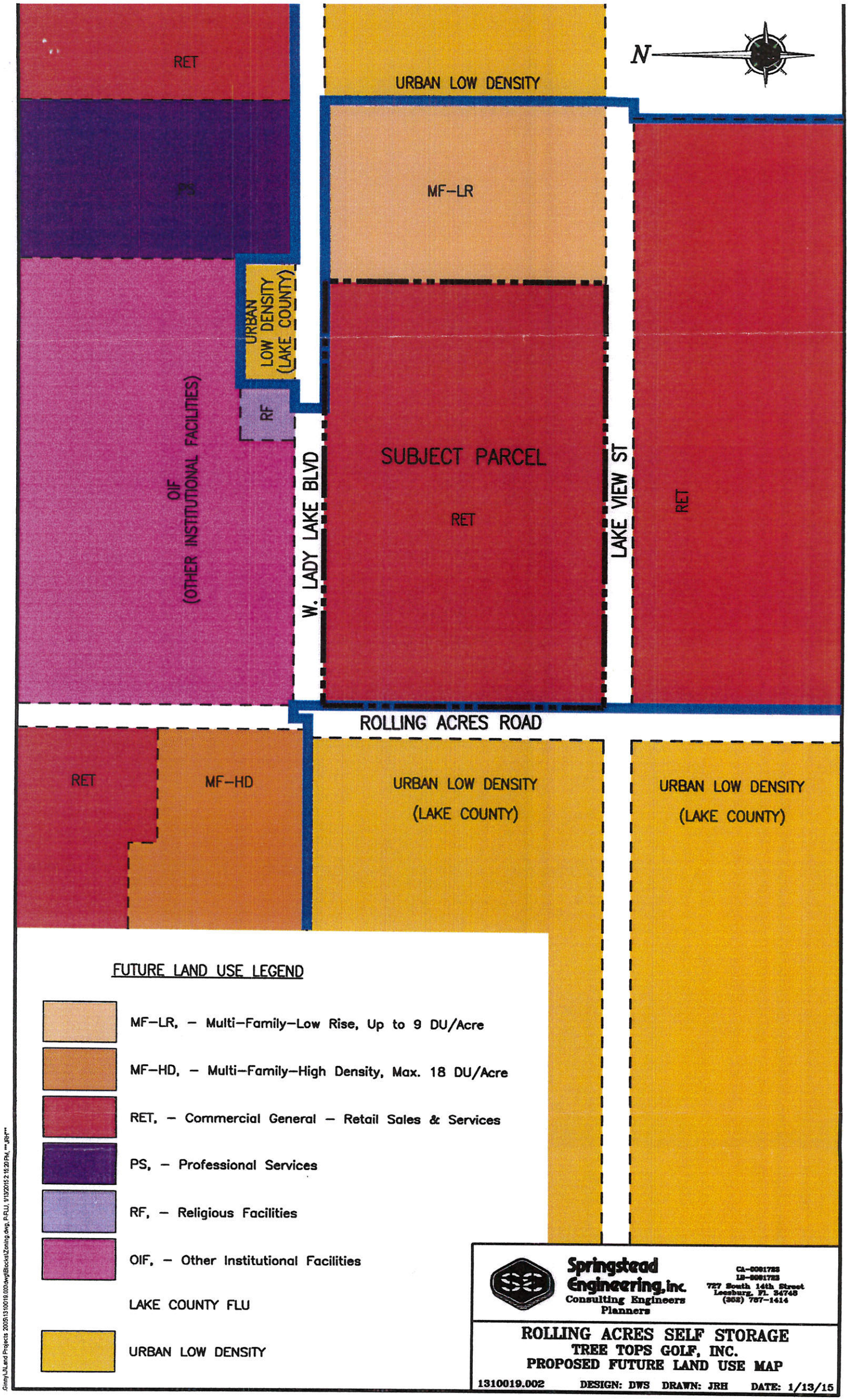
PANGOLA DR
PLANTATION CIR
LAKE NORTH CIR
PALM CIR
PALM CIR
LAKE NORTH CIR
MOONLIGHT
RECREATION BLVD
STARLIGHT
N CLAY AVE
HWY 466
MCCLENDON ST
S CLAY AVE
ROLLING ACRES RD
W LADY LAKE BLVD
SUBJECT PROPERTY
VIA SAN POLO
LAKE VIEW ST
GROVEVIEW AVE
WILDWOOD ST
CARRIAGE LN
CARRIAGE LN

REZONING

ROLLING ACRES SELF STORAGE

ROLLING ACRES SELF STORAGE


N
RET
PS
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(OTHER INSTITUTIONAL FACILITIES)
URBAN LOW DENSITY (LAKE COUNTY)
RF
URBAN LOW DENSITY
MF-LR
SUBJECT PARCEL
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ROLLING ACRES ROAD
RET
MF-HD
URBAN LOW DENSITY
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TREE TOPS GOLF, INC.
PROPOSED FUTURE LAND USE MAP
1310019.002
DESIGN: DWS
DRAWN: JRH
DATE: 1/13/15

# REZONING PETITION CHECKLIST

PROPERTY OWNER: Rolling Acres Self Storage, aka Tree Tops Golf, inc. (Property Owner)
LEGAL DESCRIPTION: See attached Exhibit "A"
ALTERNATE KEY #: 3250290

| APPLICATION/ACCOMPANYING DOCUMENTS | DATE |
|---|---|
| ✓ Received by Growth Management Development Dept. | 1/14/15 |
| ✓ Application | |
| ✓ Sketch/Survey | |
| ✓ Proof of Ownership | |
| ✓ Owner/Agent Affidavits | |
| ✓ Property Owner's within (150) foot | |
| ✓ Submitted to the ~~Town Clerk's~~ CM Office | 1/14/15 |
| ✓ Fees Paid in the Amount of $ 1650 | 1/14/15 |

| SCHEDULE MEETING DATES | | |
|---|---|---|
| ✓ Technical Review Committee | | N/A |
| ✓ Planning & Zoning Board | | 2/9/15 |
| ✓ Town Commission | 1st Reading | 3/2/15 |
| | 2nd Reading | 3/16/15 |

| NOTIFICATIONS | |
|---|---|
| ✓ Notice to Abutting Property Owners | 1/22/15 |
| ✓ Posting Notices | 1/26/15 |
| ____ Advertising | |

ACTIONS TAKEN

Technical Review Committee:

- ✓ Approved
- ____ Approved with conditions
- ____ Disapproved

Planning & Zoning Board:

- ____ Approved
- ____ Approved with conditions
- ____ Disapproved

Commission:

- ____ Approved
- ____ Approved with conditions
- ____ Disapproved

**TOWN OF LADY LAKE**
**REZONING APPLICATION**

Tax identification/AK # 3250290

1. Owner's Name: Rolling Acres Self Storage, aka Tree Tops Golf, Inc. (Property Owner)

   Mailing Address: 698 W. Lady Lake Boulevard, Lady Lake, Florida 32159

   Telephone #: (352) 259-2313

2. Applicant's Name: Michael or Joy Girard

   Mailing Address: 698 W. Lady Lake Boulevard, Lady Lake, Florida 32159

   Telephone #: (352) 259-2313

3. Applicant is: Owner x Agent ___ Purchaser ___ Lessee ___ Optionee ___

4. Property Address/Location: 175 South Rolling Acres Road, Lady Lake, Florida 32159

5. Legal Description of Property to be rezoned: Lady Lake, Lee & Stevens Add Lot 9, 10, 11--Less E 46 Ft-PB 8 PG 11/ORB 1671 Pg 823.

7. The property is located in the vicinity of the following streets:
   Rolling Acres Road and West Lady Lake Boulevard

7. Area of Property: 550,835 Square feet 12.65 Acres

8. Utilities: Central Water x Central Sewer x Well x Septic Tank ___

9. Existing zoning of property: CP

10. Requested zoning of property: CP

    Note: If the requested zoning is a Planned Unit Development (PUD), indicate type: ___ Residential, ___ Commercial, ___ Industrial, ___ Mixed Use, and refer to the requirements of the preliminary development plan and see Chapter ___ of the LDR Code. If the rezoning is to Manufactured Homes High Density (MH-9), a Master Park Plan shall be submitted.

11. Number, square footage and present use of the existing structures on the property;
    (1) 3,400 sf Retail Shop/Business Office (8) Mini Storage Buildings totalling 105,700 sf.
    (1) 763 sf Equipment Storage Building

12. Proposed use the property: Retail Sales & Services, Miniature Golf and associated retail sales and services, Softball Batting Cages, Golf Driving Range, and associated accessory uses, Mini Storage and office, Manager's Residence, RV Sewage Dump Station, and Indoor Motor Vehicle/RV/Boat Storage.

13. Has any land use application been file within last year in connection with this property? x Yes ___ No. If yes, briefly describe the nature of the request:
    Added mini storage and manager's residence uses in the MOA.

EXHIBIT "A"

**LEGAL DESCRIPTION**

SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: LADY LAKE, LEE & STEVENS ADD LOT 9, 10, 11-LESS E 46 FT-ORB 1671 PG 823.

| | | |
|---|---|---|
| TREE TOPS GOLF INC<br>175 SOUTH ROLLING ACRES RD<br>LADY LAKE, FL 32159 | 20-18-24-110500000900 | 3250290 |

ADJACENT PROPERTY OWNERS

| OWNER/ADDRESS | PARCEL ID | ALTERNATE KEY |
|---|---|---|
| T LOVELL ALPHA LP<br>38700 ROLLING ACRES RD<br>LADY LAKE, FL 32159 | 20-18-24-110500002100 | 1454735 |
| MEUCCI LOUIS TRUSTEE<br>940 VIA SAN POLO<br>LADY LAKE, FL 32159 | 19-18-24-100000000100 | 3392264 |
| BONNIE PATTI J &<br>839 VIA SAN POLO<br>LADY LAKE, FL 32159 | 19-18-24-100000001000 | 3392370 |
| SOUTHERN ROLLING ACRES LLC<br>824 COUNTY ROAD 466<br>LADY LAKE, FL 32159 | 19-18-24-000100000101 | 1800609 |
| VETERANS MEMORIAL POST 347<br><br>LADY LAKE, FL 32159 | 20-18-24-010100000200 | 3861853 |
| LAKE COUNTY/SOLID WASTE<br>WEST LADY LAKE BLVD<br>LADY LAKE, FL 32159 | 20-18-24-010100000100 | 1610940 |
| CHURCH OF ST ALBANS INC<br><br>LADY LAKE, FL 32159 | 20-18-24-010100001100 | 1610958 |
| EDWARDS PAUL H JR<br>1131 LADY LAKE BLVD<br>LADY LAKE, FL 32159 | 20-18-24-010000001300 | 1417414 |
| LADY LAKE MANAGEMENT<br>GROUP INC<br><br>LADY LAKE, FL 32159 | 20-18-24-110500001100 | 3250281 |
| LADY LAKE MANAGEMENT<br>GROUP INC<br>1210 COUNTY ROAD 466<br>LADY LAKE, FL 32159 | 20-18-24-110500000500 | 3792796 |

# PROPERTY RECORD CARD

## General Information

| | | | |
|---|---|---|---|
| **Owner Name:** | TREE TOPS STORAGE HOLDING LLC | **Alternate Key:** | 3250290 |
| **Mailing Address:** | 175 S ROLLING ACRES RD LADY LAKE, FL 32159 *Update Mailing Address* | **Parcel Number:** | 20-18-24-110500000900 |
| | | **Millage Group and City:** | 00LL (Lady Lake) |
| | | **Total Millage Rate:** | 19.04670 |
| | | **Trash/Recycling /Water/Info:** | *My Public Services Map* |
| **Property Location:** | 175 SOUTH ROLLING ACRES RD LADY LAKE FL 32159 *Update Property Location* | **Property Name:** | MINI GOLF & MINI SELF STORAGE *Submit Property Name* |
| | | **School Locator:** | *School and Bus Map* |
| **Property Description:** | LADY LAKE, LEE & STEVENS ADD LOT 9, 10, 11--LESS E 46 FT--PB\| 8 PG 11 \| ORB 4544 PG 885 \| | | |

## Land Data

| Line | Land Use | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value |
|---|---|---|---|---|---|---|---|---|
| 1 | GOLF COURSES (3800) | 0 | 0 | | 13.64 | AC | $0.00 | $545,054.00 |

## Commercial Building(s)

### Building 1

Commercial Building Value: $138,697.00

**Summary**

| | |
|---|---|
| Year Built: | 1999 |
| Total Square Footage: | 2800 |
| Full Bathrooms: | 1 |
| Half Bathrooms: | 2 |
| Elevators: | 0 |
| Elevator Landings: | 0 |
| Escalators: | 0 |

**Section(s)**

| Section No. | Section Type | Wall Height | No. Stories | Ground Floor Area | Basement | Basement Finished | Map Color |
|---|---|---|---|---|---|---|---|
| 1 | FINISHED LIVING AREA (FLA) | 11 | 1 | 2500 | 0% | 0% | |

| Interior Finish | Percent | Sprinkler | A/C |
|---|---|---|---|
| (11C) | 100.00 % | No | Yes |

| Section No. | Section Type | Wall Height | No. Stories | Ground Floor Area | Basement | Basement Finished | Map Color |
|---|---|---|---|---|---|---|---|
| 2 | FINISHED LIVING AREA (FLA) | 11 | 1 | 300 | 0% | 0% | |

Residential Units: 0

Kitchens: 0

Fireplaces: 0

Structure Type: Wood or Steel Open Stud Frame

Exterior Walls:

06 : 100.00 %

| Interior Finish | Percent | Sprinkler | A/C |
|---|---|---|---|
| (11C) | 100.00 % | No | Yes |

## Miscellaneous Improvements

| No. | Type | No. Units | Unit Type | Year | Depreciated Value |
|---|---|---|---|---|---|
| 0001 | PARKING LOT LIGHT FIXTURE (PFL) | 8 | UT | 2000 | $5,191.00 |
| 0002 | PARKING LOT LIGHT FIXTURE (PFL) | 3 | UT | 2000 | $1,168.00 |
| 0003 | PAVING (PAV) | 8616 | SF | 2000 | $6,979.00 |
| 0004 | PAVING (PAV) | 746 | SF | 2000 | $1,045.00 |
| 0005 | GARAGE DETACHED (DGF) | 720 | SF | 2003 | $6,426.00 |
| 0006 | PAVING (PAV) | 2500 | SF | 2005 | $5,040.00 |

## Sales History

| O.R. Book / Page | Sale Date | Instrument | Q/U | Vac./Imp. | Sale Price |
|---|---|---|---|---|---|
| 1671 / 823 | 12/18/1998 | WD | Q | V | $102,900.00 |
| 4544 / 885 | 10/2/2014 | WD | U | I | $1,900,000.00 |

## Values and Estimated Taxes

| Tax Authority | Just Value | Assessed Value | Taxable Value | Millage | Estimated Taxes |
|---|---|---|---|---|---|
| LAKE COUNTY BCC | $709,600 | $709,600 | $709,600 | 5.38560 | $3,821.62 |
| LAKE COUNTY MSTU AMBULANCE | $709,600 | $709,600 | $709,600 | 0.46290 | $328.47 |
| LAKE COUNTY MSTU FIRE | $709,600 | $709,600 | $709,600 | 0.47040 | $333.80 |

| | | | | | |
|---|---|---|---|---|---|
| SCHOOL BOARD STATE | $709,600 | $709,600 | $709,600 | 5.74600 | $4,077.36 |
| SCHOOL BOARD LOCAL | $709,600 | $709,600 | $709,600 | 1.50000 | $1,064.40 |
| TOWN OF LADY LAKE | $709,600 | $709,600 | $709,600 | 3.75000 | $2,661.00 |
| ST JOHNS RIVER FL WATER MGMT DIST | $709,600 | $709,600 | $709,600 | 0.31640 | $224.52 |
| LAKE COUNTY VOTED DEBT SERVICE | $709,600 | $709,600 | $709,600 | 0.16000 | $113.54 |
| LAKE COUNTY WATER AUTHORITY | $709,600 | $709,600 | $709,600 | 0.25540 | $181.23 |
| NORTH LAKE HOSPITAL DIST | $709,600 | $709,600 | $709,600 | 1.00000 | $709.60 |
| | | | | **Total:** 19.0467 | **Total:** $13,515.54 |

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 25 January 2015.

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

January 22, 2015

RE: Ordinance #2015-01 – Rezoning/Amendment to the Memorandum of Agreement

Dear Property Owner:

Applicant, Michael or Joy Girard, has submitted an application on behalf of Tree Tops Golf Inc., for property located at the corner of West Lady Lake Blvd. and Rolling Acres Road, 175 South Rolling Acres Road, known as the Rolling Acres Storage Facility. The property includes approximately 12.58± acres (referenced by alternate key number 3250290) in Section 20, Township 18 South, Range 24 East, currently in the Town of Lady Lake, Florida.

Pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to amend the Memorandum of Agreement (MOA)/Ordinance terms (Exhibit "B") and Bubble Plan (Exhibit "C") with the following changes: to reduce the overall square footage of the development by 9,548 feet; to amend the number and size of buildings to be constructed; to remove Phase III from the project; to construct a manager's residence in Phase II; and to add the additional uses of RV Sewage Dump Station, and Indoor Motor Vehicle/RV/Boat Storage as permissible operations on the property. The zoning classification will remain Planned Commercial (CP) for the parcel. The petitions are scheduled for the following public hearing dates:

| | |
|---|---|
| PLANNING AND ZONING BOARD | Monday, February 9, 2015, at 5:30 p.m. |
| COMMISSION MEETING (1st Reading) | Monday, March 2, 2015, at 6:00 p.m. |
| COMMISSION MEETING (2nd Reading) | Monday, March 16, 2015, at 6:00 p.m. |

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1521 or via email at tcarroll@ladylake.org.

Sincerely,

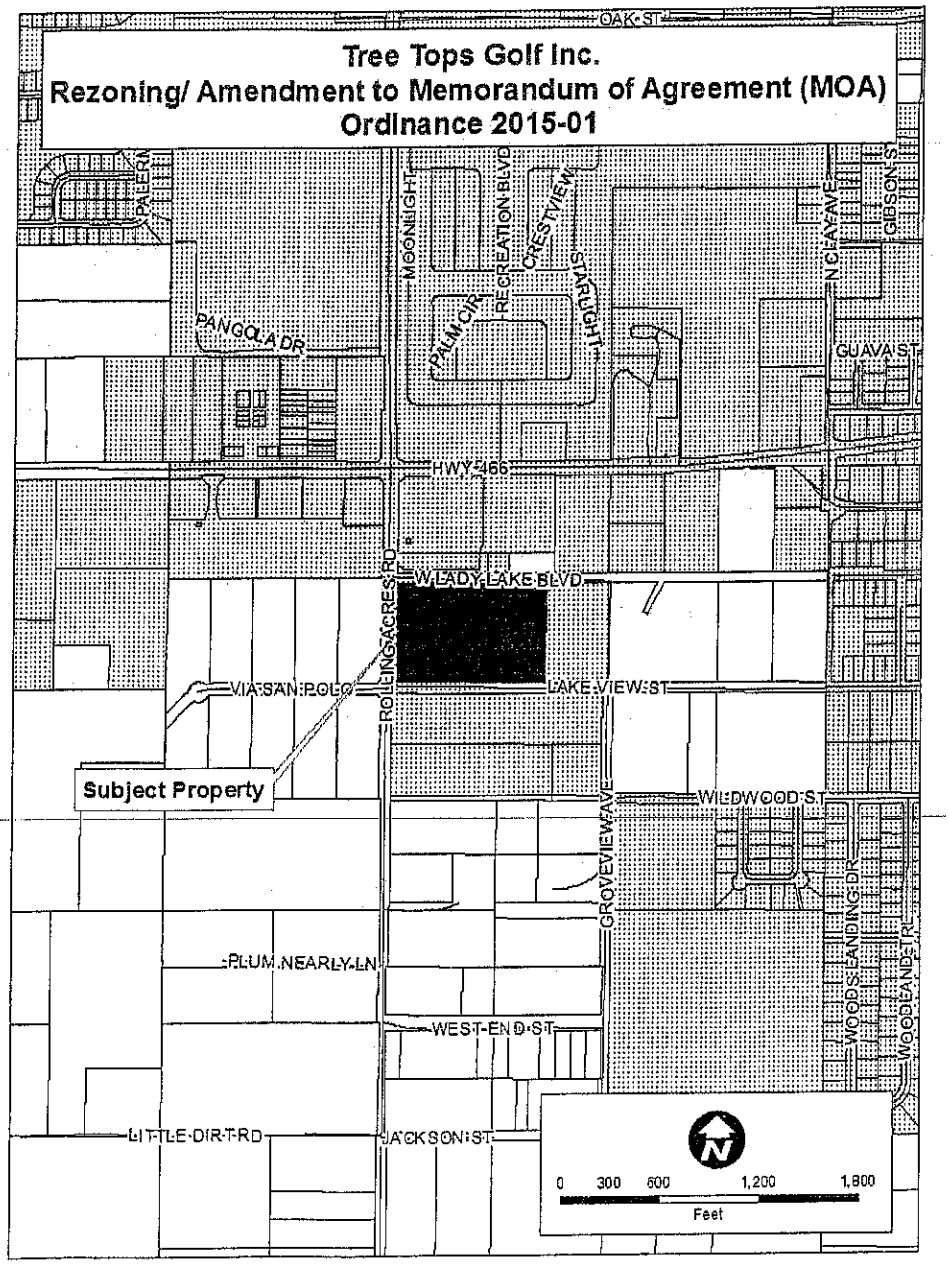
Thad Carroll, AICP
Growth Management Director

Legal Description

SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LADY LAKE, LEE & STEVENS ADD LOT 9, 10, 11--LESS E 46 FT—PB 8 PG 11
ORB 1671 PG 823

Property Appraisers Parcel Identification (Folio) Number: 2018241105-000-00900



~~Architectural Design Style in conjunction with the existing exterior elevations of the buildings in Lady Lake Crossings and the Villages Crossroad Plaza. Any landscaping waivers will be brought before the Parks, Recreation, and Tree Advisory Committee, and any commercial landscaping waivers will be brought before the Town Commission for final consideration.~~

~~Mr. Carroll introduced Martin Dellebovi of Benchmark to talk about this proposal.~~

~~Mr. Dellebovi stated that Benchmark feels that Steinmart will be a great addition to this retail space. He stated that Kohl's and Bed, Bath & Beyond have waived the restrictions to allow this. He stated that Steinmart will use 32,000 sq. ft. of the retail space and there will be 20,000 sq. ft. of additional retail space available adjacent to them, although there are no signed leases for this space yet, which may either be one or two store fronts. He stated there will be a minor modification to the St. John's permit and Kimley-Horn will be updating all the engineering for the infrastructure currently in place, as well as the site conditions and traffic impact. Mr. Dellebovi stated the elevations proposed are consistent with the current theme of the elevations for Village Crossroads and Lady Lake Crossing. He stated that Steinmart is interested in putting a sign on the left side elevation of the building because of the traffic coming down from the bridge into Lady Lake, and this will be brought back before the Commission at a later date.~~

~~Mr. Dellebovi stated that they will be building a retail building on the outparcel near McDonald's, although there is no tenant currently in place, and the elevation will match the elevation themes of the outparcel where the Vitamin Shoppe and Aspen Dental are with awnings, etc. He stated the landscaping and lighting will also remain consistent throughout the parcels, which has done very well from the Village Crossroads to Lady Lake Crossing. Mr. Dellebovi stated that the signage for Steinmart and any other tenants will be going on the pylon sign at the corner by McDonald's. He asked if there were any questions.~~

~~Commissioner Hannan asked if there would be additional signs on the Tire Kingdom sign. He also mentioned that the developer agreed in the past to pull that sign down if the overpass is torn down.~~

~~Commissioner Richards commented that the bridge is slated to come down in 2019.~~

~~Mr. Dellebovi stated that there are currently two signs, the one by McDonald's and the one by Tire Kingdom, and he confirmed that they would take it down if the overpass comes down.~~

~~***It was the consensus of the Commission that they were in favor of advancement of the conceptual presentation of Lady Lake Crossings East as presented.***~~

**6. <u>Conceptual Presentation of Changes for Rolling Acres Self Storage (Tree Tops) – Proposal for a Manager's Residence in Phase 2 in an Existing Building Near the Secondary Egress Drive on West Lady Lake Blvd.; Proposal to Change the Planned 12 Mini-Storage Buildings Totaling 41,000 Sq. Ft. to Two Proposed Indoor Motor Vehicle/RV/Boat Storage Buildings Totaling Same; Proposal for an RV Sewage Dump Station Approximately 40' Inside the Gate at the Secondary Egress Drive; and Cancellation of Proposed Phase 3 of the Project (Thad Carroll)</u>**

Growth Management Director Thad Carroll gave the background summary from the agenda item cover sheet which is on file in the Town Clerk's office. He stated that on December 16, 2013, Tree Tops Golf Inc., received site plan approval for the construction of a development consisting of three phases with 32 buildings on a 12.65-acre parcel located at 175 S. Rolling Acres Road (referenced

by Alternate Key # 3250290). He stated the Development Order for the first phase of MJSP 10/13-003 was issued on December 17, 2014, consisting of eight buildings being 110,289 sq. ft. of mini-storage space.

Mr. Carroll stated the Memorandum of Agreement of Ordinance No. 2013-10 was approved for the property by the Town Commission on September 18, 2013 (Ordinance No. 2013-10 with MOA attached). He stated that at this time, the applicant is seeking to amend the Memorandum of Agreement to propose the following changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard, approximately 763 sq. ft. in size.

- Phase 2 changes the originally planned 12 mini storage buildings totaling 41,000 sq. ft. to two proposed Indoor Motor Vehicle/RV/Boat Storage Buildings totaling same.

- Phase 2 includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six mini storage buildings will not be planned in Phase 3.

Mr. Carroll summarized that a total of 152,452 sq. ft. of buildings is now planned for the site with a net reduction of 9,548 sq. ft. from the originally approved development; the originally approved building coverage on-site was 162,000 sq. ft.

Mr. Carroll reviewed the site plans as originally proposed and the revised plans for the changes being proposed today.

The Future Land Use Map designation for the site is Commercial General-Retail Sales & Services (RET) and property is zoned Planned Commercial (CP). The proposed changes are consistent with the directives of the Comprehensive Plan and zoning classification, provided that the amendments are incorporated and adopted under a revised Memorandum of Agreement.

The applicant has submitted a summary of proposed modifications; which is contained within the packet, along with the following items:

- Approved Ordinance No. 2010-13 with Memorandum of Agreement
- Proposed changes to the Memorandum of Agreement
- Proposed Conceptual Plan to accompany MOA (in color)
- Approved and proposed Site Plans 24" x 36" in black & white
- Executed Development Order for Phase I

Mr. Carroll turned the presentation over to Mr. David Springstead of Springstead Engineering, as project engineer, to review the proposed changes.

Mr. Springstead stated he represents Tree Tops/Rolling Acres Mini-Storage. He stated the manager's residence proposed in Phase 1 in the front building was made into mini storage units instead, and they are proposing that the current storage shed by the back entrance be renovated into a manager's residence. He stated the two proposed indoor storage buildings instead of the 12 unit mini storage buildings would be designed to meet the building codes for restrooms, fire protection

and alarm systems, as these were issues that popped up during the first phase. Mr. Springstead commented that the proposed driveways are wide enough for two-way traffic all around and allow for backing into the facilities. He stated the idea for the RV storage and dump station is that it would be a self-contained site to allow for clean-out and storage, and there would be a second connection to the Town's sewer system to allow for a small lift station to insure that the flow for the dump station would not effect the plant's operation.

Mayor Kussard clarified that the site would not have its own stand-alone system, but would hook up to the Town's system, and that samples could be taken to insure that nothing that should not be going into the system would go into it.

Mr. Springstead confirmed this and stated the lift station could provide a sample if need be. He stated that the site drainage has already been designed to meet the same amount of impervious area that was previously proposed, although there will be a slight modification to the St. John's permit for the piping and transmission. Mr. Springstead stated that Lady Lake Boulevard will be paved down past the second entrance in this phase, and that the entrance will be a gated access that will be coded and monitored closely.

***It was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented.***

7. **ADJOURN:** There being no further discussion; the meeting was adjourned at 5:16 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

**TECHNICAL REVIEW COMMITTEE COMMENTS**
**FIRST/FINAL REVIEW 01/28/15**

**Project:** **Ordinance 2015-01**
**Proposal:** **Rezoning/ Amendment to the Memorandum of Agreement for the Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.)**

**Description:**

Applicant, Michael or Joy Girard, has submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road – addressed at 175 S. Rolling Acres. The property includes approximately 12.65 ± acres (referenced by Alternate Key Number 3250290) currently in the Town of Lady Lake. The application and proposed ordinance where provided to the TRC members for review.

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

## GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. Ordinance was prepared by Growth Management, no comments concerning the Ordinance as prepared.

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## POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. No comments at this time from the Police Dept.

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## FIRE

1. Review non-applicable for this ordinance, review will be conducted on the site plan and building plans.

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## BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com.

1. No comments at this time by the Building Official.

## PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. The Original Utility Agreement will need to be Amended to include any additional Water Sewer and Reuse E.R.Us the amendment will also need to address Flow Amount= Gallons Per Day and Waste water strength by allowing for Metering and Sampling by the Town at the proposed dumping station in addition the Original Engineers allocation letter for E.R.Us will need to be revised and resubmitted addressing the additional Water Sewer and Reuse E.R.Us needed? for the proposed modifications?

## LAKE-SUMTER MPO

1. Review non-applicable for this resolution.

# PLANNING & ZONING BOARD AGENDA ITEM

**REQUESTED BOARD MEETING DATE: February 9, 2015**

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**SUBJECT:** **Ordinance 2015-01 – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road - Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA). (Alternate Key #3250290)**

**DEPARTMENT:** **GROWTH MANAGEMENT**

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**RECOMMENDED MOTIONS:**

1. **Motion to forward Ordinance 2015-01 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Ordinance 2015-01 to the Town Commission with the Recommendation of Denial.**

   ***Staff supports the motion to forward Ordinance 2015-01 with the Recommendation of Approval.***

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Applicant, Michael or Joy Girard, has submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road – addressed at 175 S. Rolling Acres. The property includes approximately 12.65 ± acres (referenced by Alternate Key Number 3250290) currently in the Town of Lady Lake.

The subject property is currently operating as a Self-Storage Facility consisting of eight (8) buildings providing 109,700 square feet of storage space. There is also now a 1,200 square foot office in addition to the original office building of 3,389 square feet. There is also a miniature golf course and batting cages in operation on the property, as well as an existing building of 763 square feet to be converted to a manager's residence. Pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance 2013-10, to include the Motor Vehicle/RV/Boat Storage as a permitted use, as well as the following changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. Building being approximately 763 square feet.

- Phase 2 changes the originally planned twelve (12) mini storage buildings totaling 41,000 square feet to two (2) proposed Indoor Motor Vehicle/RV/Boat Storage Buildings totaling 41,400 square feet.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six (6) mini storage buildings will not be planned in Phase 3.

- A new total of 152,452 square feet of buildings are planned for the site with a net reduction of 9,548 square feet from the originally approved development. The originally approved building coverage on-site was 162,000 square feet.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Planning & Zoning Board.

The Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| **Subject Property** | Lady Lake – Planned Commercial (CP) |
| Zoning of Adjacent Properties | |
| **West** | Lake County-Agricultural Residential |
| **East** | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
| **North** | PFD (Public Facilities District)/ Lake County-Agricultural |
| **South** | Lady Lake- Planned Unit Development (PUD) |

**Future Land Use**

| | |
|---|---|
| **Subject Property** | Lady Lake – General Commercial Retail Sales & Services (RET) |
| Future Land Use of Adjacent Properties | |
| **West** | Lake County – Urban Low |
| **East** | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| **North** | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| **South** | Lady Lake – General Commercial Retail Sales & Services (RET) |

The current Future Land Use Designation of the subject property (12.65 ± acres) Lady Lake Commercial General – Retail Sales & Services (RET) is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Comments:

1.) Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893.

2.) Should the amendment to the Memorandum of Agreement be approved, the applicant will have to supply a modified site plan, via the major modification to site plan process (applicant is undergoing this process concurrently).

Notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. To date, seven (7) certified mail receipts have been returned; no comments regarding objection or support of the amendment have been received to date.

## Past Actions

At the December 15, 2014, **Special Commission Meeting** (Conceptual Workshop) it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented.

The application materials were circulated to members of the **Technical Review Committee (TRC)**, on Wednesday, January 28, 2015. No comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board.

**Public Hearing Dates:**

The **Town Commission** is scheduled to hear Ordinance 2015-01 for first reading on Monday, March 2, 2015, at 6:00 p.m.

The **Town Commission** is scheduled to consider Ordinance 2015-01 on second reading and final reading at the special meeting to be held on Monday, March 16, 2015, at 6:00 p.m.

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**FISCAL IMPACT: $ -0-** **[ ] Capital Budget**

**[ ] Operating** **[ ] Other**

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**ATTACHMENTS: [ x ] Ordinance(s) [ ] Resolution [ ] Budget Resolution**

**[ ] Other**

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

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WH 2-2-15

| | | |
|---|---|---|
| **DEPARTMENT HEAD** [signature] | **Submitted** 2/2/15 | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN ATTORNEY** | **Approved as to Form and Legality** | **Date** |
| **TOWN MANAGER** [signature] | **Approved Agenda Item for:** 2/2/15 | **Date** |

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**COMMISSION ACTION: [✓] Approved as Recommended [ ] Disapproved**
(Sigurdson/McKenzie 5-0)

**[ ] Tabled Indefinitely [ ] Continued to Date Certain**

**[ ] Approved with Modification**

INSTRUMENT#: 2013107392 OR BK 4384 PG 886 PAGES: 8 9/25/2013 3:54:08 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $69.50

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

RETURN

# ORDINANCE NO. 2013-10

**AN ORDINANCE OF THE TOWN OF LADY LAKE; AMENDING ORDINANCE NO. 98-08; REQUESTING AMENDMENT OF THE MEMORANDUM OF AGREEMENT (MOA) FOR THE PLANNED COMMERCIAL DISTRICT (CP) FOR PROPERTY OWNED BY TREE TOPS GOLF INC., SUBJECT PROPERTY LOCATED AT 175 S. ROLLING ACRES RD. (ALTERNATE KEY #3250290), WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

**WHEREAS,** on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes, and Chapter 9J-5, Florida Administrative Code; and

**WHEREAS,** on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

**WHEREAS,** on August 12, 2013, pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the Planning and Zoning Board of the Town of Lady Lake reviewed the proposed amendment to the Memorandum of Agreement which is attached hereto as Exhibit "B" and recommended to the Town Commission of the Town of Lady Lake that said amendment be adopted; and

**WHEREAS,** the Town Commission of the Town of Lady Lake, through Ordinance No. 98-08, approved, at a duly noticed meeting, redesignation of said property owned by Tree Tops Golf Inc., and approved and entered into a Memorandum of Agreement setting forth certain permitted uses under the "CP" zoning; and

**WHEREAS,** on September 10, 2003, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 2418, Pgs. 2070-2074, and at this time, again desire to amend the Memorandum of Agreement and the "CP" zoning to include and establish new permitted uses as well as other terms regarding setbacks, new buildings, landscaping buffers, parking spaces, loading space requirements, and water retention areas.

**NOW THEREFORE,** be it ordained and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida:

**Section 1.** **Amendment for Changes Within the Site.** Said property is more particularly described in Exhibit "A", attached hereto and incorporated herein. The existing "CP" zoning and the existing Memorandum of Agreement entered into by the parties is hereby modified and amended to include and establish new permitted uses as well as other terms regarding setbacks, new buildings, landscaping buffers, parking spaces, loading space requirement and water retention areas.

**Section 2.** **Conflict.** The prior agreement as adopted under Ordinance No. 98-08 is hereby deleted in its entirety and is replaced in its entirety by Exhibit "B".

**Section 3.** **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 4.** **Effective Date.** This Ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida in accordance with Florida law.

**PASSED AND ORDAINED** this 18th day of **September**, 2013, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

**TOWN OF LADY LAKE, FLORIDA**

James Richards, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

Ordinance No. 2013-10

**EXHIBIT "A"**
Legal Description

SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LADY LAKE, LEE & STEVENS ADD LOT 9, 10, 11--LESS E 46 FT—PB 8 PG 11 ORB 1671 PG 823

Property Appraisers Parcel Identification (Folio) Number: 2018241105-000-00900

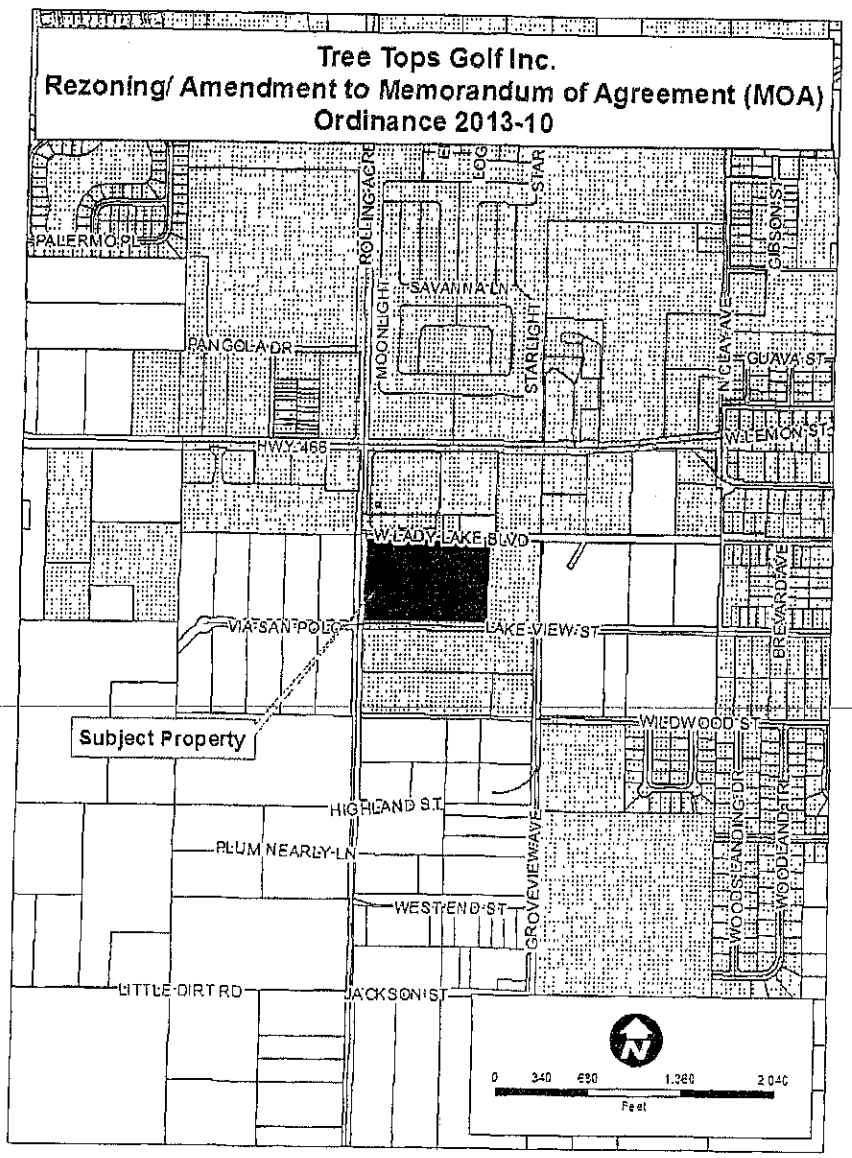


**EXHIBIT "B"**
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is dated this 18th day of September, 2013 between the Town of Lady Lake, Florida (the "Town") and Tree Tops Golf, Inc. ("Property Owner").

**RECITALS**

1. The Property Owner is the fee simple owner of certain real property in Lady Lake, Florida as described in the legal description attached as Exhibit "A".

2. On September 10, 2003, the Town and the owner entered into a Memorandum of Agreement ("MOA") pursuant to the provisions of Chapter 5, Section 4) o) 5) a) 1) of the Town's Land Development regulations.

3. The real property described in the legal description is zoned CP "Planned Commercial" pursuant to the Ordinance No. 98-08, November 2, 1998.

4. The applicant wishes to amend the existing MOA to include additional uses.

5. At this time, the parties wish to enter into an amended Memorandum of Agreement pursuant to the provisions of the Town's Land Development Regulations.

**NOW THEREFORE,** In recognition of the foregoing, the parties agree to the following terms and conditions as part of the CP zoning for that property described in the attached legal description, Exhibit "A".

1. Permitted Uses. Retail sales & services, miniature golf and associated retail sales and services, softball batting cages, golf driving range and associated accessory uses, mini storage with manager's residence and office.

2. Uses Expressly Prohibited. Any and all uses other than those aforementioned as "permitted uses" shall be expressly prohibited.

3. Hours of Operation. The hours of operation shall be as follows:
   A. Open at 7:00 a.m.
   B. Close at 9:00 p.m.

4. Design Standards.
   A. The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%).
   B. Maximum building height is thirty-five feet (35') unless adequate fire protection measures are provided.
   C. Setback requirements shall be:

1. Front Yard Setback – Front Yard to Rolling Acres Road & West Lady Lake Boulevard – Twenty-Five (25) feet minimum
2. Side Yard Setback: - Five (5) feet minimum
3. Rear Yard Setback: - Fifteen (15) feet minimum

5. Parking and Accessibility. Parking requirements shall be as required pursuant to Chapter 7 of the Town's Land Development Regulations for the specific use. All parking spaces shall be ten by twenty (10 x 20) feet in size. The required parking on the site shall be comprised of a minimum of 59 paved parking spaces in conformance with adopted code and as indicated on the site plan. Cross Access Easement to other sites will not be provided based on the nature of the business as a gated mini storage facility operation. The mandatory paving extension of Lady Lake Boulevard shall occur prior to, or concurrent with, the opening of the secondary egress location in Phase II as depicted on the Bubble Plan, and attached hereto as Exhibit "C". The paved access shall comply with all Town road construction standards.

6. Landscaping. The applicant shall utilize the existing natural vegetative (Oak Tree) buffer within the property as shown on the site plan for buffer landscape requirements. At which time the property is redeveloped, a Class "A" Landscape Buffer, ten (10) feet in width, shall be installed pursuant to Chapter 10, Landscaping section of the Land Development Regulations. In addition, the west buffer abutting Rolling Acres Road shall contain a decorative fence; all other buffers shall contain decorative (coated) chain link fencing in addition to the landscaping material.

7. Water Retention Areas. The drainage and stormwater retention requirements of the Town and the appropriate regulatory agencies shall be met and approved by the Town Consulting Engineer. These areas shall be properly maintained by the developer.

8. Lighting. All lighting for the proposed facilities shall be designed and located such that light and/or glare shall be directed upon the subject property only.

9. Potable water & Sanitary Sewer. The property described in Exhibit "A'" shall connect to the Town of Lady Lake's potable water, central sewer, and reclaim/reuse systems at time of commencement of Phase I. All costs associated with design, permitting, engineering, materials, construction and inspections shall be the sole cost of the developer.

10. Development Phases:
    A. Phase I: (14) Mini storage buildings, parking spaces, front parking lot area, manager's residence, existing retail building,, dumpster area, and retention ponds.
    B. Phase II: (12) Additional mini storage buildings and parking spaces retention pond, and secondary egress drive.

C. Phase III: (6) Additional mini storage buildings and parking spaces.

Note: The mini golf course, batting cages, and associated accessory uses may continue in operation until that time which Phase III improvements commence.

11. Compliance with All Requirements. Nothing herein shall relieve the Developer or their successors or assigns from obtaining any local, regional, state or federal permits or compliance with any applicable ordinance, laws, rules or regulations necessary for the development of the property.

12. Heirs and Successors. The terms and conditions as set forth in this Memorandum of Agreement shall insure to the benefit of, and shall constitute a covenant running with the land and under the terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns and successors in title or interest, and shall be subject to each and every condition herein set out.

13. Recordation. The Memorandum of Agreement shall be recorded in the Public Records of Lake County, Florida.

14. Enforcement. Enforcement of this Memorandum of Agreement shall be through the Town of Lady Lake Town Commission. Upon approval of this agreement, the aforementioned property shall only be used for the purposes described herein. No change in the use, further expansion of the uses, additions to the uses, or additions to the facilities shall be permitted except as approved by formal amendment of this Memorandum of Agreement. Any other proposed use shall be specifically authorized by amendment and approval of the Town of Lady Lake Commission and shall be legally binding upon any heirs, assigns and successors in title or interest.

Ordinance No. 2013-10

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**OWNER**

By: _____
Michael Girard

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 11 day of SEPT, 2013 by MICHAEL DILARO, Owner of the Property, who is personally known to me or has produced FL DL G663-556-68-172-0 as identification.

_____
Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida
Beverly Fay Lester
My Commission DD978218
Expires 04/18/2014

**TOWN OF LADY LAKE, FLORIDA**
LAKE COUNTY, FLORIDA

By: _____
James Richards, Mayor

ATTEST:

_____
Kris Kollgaard, Town Clerk

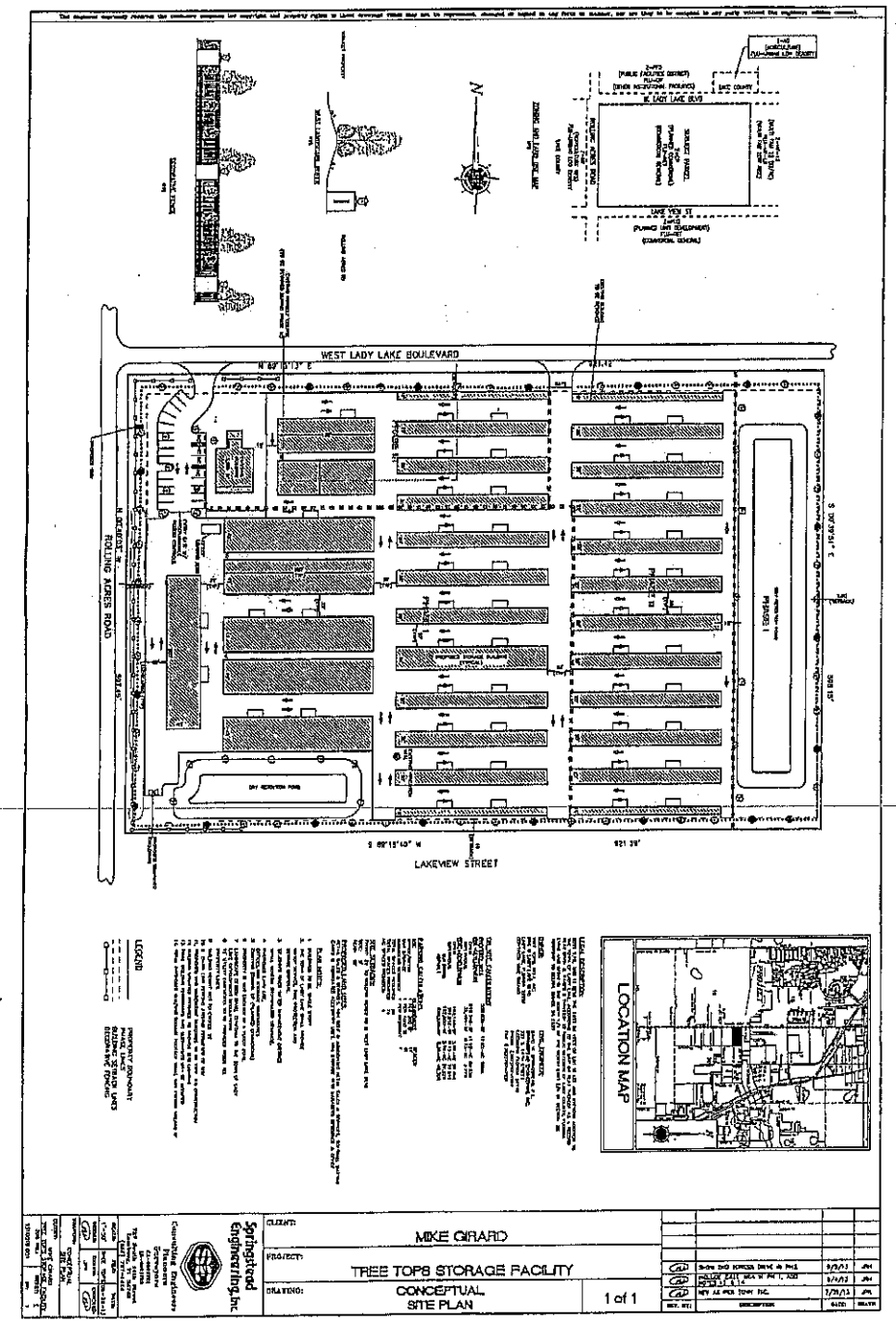
APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

**Ordinance No. 2013-10**

# EXHIBIT "C"
# BUBBLE PLAN

## Tree Tops Golf,Inc.



# ~~MINUTES OF THE TOWN OF LADY LAKE~~
# ~~REGULAR PLANNING AND ZONING BOARD MEETING~~
# ~~LADY LAKE, FLORIDA~~

**~~February 9, 2015~~**
**~~5:30 p.m.~~**

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~~The Planning and Zoning Board Meeting was held in the Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake, Florida.~~

**~~CALL TO ORDER:~~** ~~John Gauder, Chairperson~~

**~~PLEDGE OF ALLEGIANCE:~~** ~~John Gauder, Chairperson~~

**~~ROLL CALL~~** ~~Gil Pierson, Member~~
~~Mike McKenzie, Member~~
~~Alfred Monteleone, Member (arrived at 5:37 p.m.)~~
~~William Sigurdson, Vice Chairperson/Member~~
~~John Gauder, Chairperson~~

**~~STAFF MEMBERS PRESENT:~~** ~~Attorney Todd Mazenko, BRS Legal; Thad Carroll, Growth Management Director; Wendy Then, Town Planner; Kris Kollgaard, Town Manager; and Julia Wolfe, Staff Assistant to Town Clerk~~

**~~OPEN FORUM:~~**

~~Chairperson Gauder asked if anyone in the audience had any comments or questions. There were no comments or questions.~~

**~~NEW BUSINESS:~~**

~~1.~~ **~~Approval of Minutes~~** ~~December 8, 2014 Regular Meeting~~

***~~Upon a motion by Member McKenzie and a second by Vice Chairperson/Member Sigurdson, the Planning and Zoning Board approved the minutes of the Planning and Zoning Board Meeting of December 8, 2014 as presented by a vote of 4-0.~~***

**2. Ordinance No. 2015-01 – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA) – (Alternate Key Number 3250290) (Wendy Then)**

Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the Clerk's Office). She stated the applicants, Michael and Joy Girard, have submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road; addressed as 175 S. Rolling Acres. She stated the property includes approximately 12.65 ± acres, identified by alternate key #3250290, within the Town of Lady Lake.

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Ms. Then stated the subject property is currently operating as a self-storage facility consisting of eight buildings providing 109,700 sq. ft. of storage space and there is also a 1,200 sq. ft. office in addition to the original office building of 3,389 sq. ft. She stated there are also batting cages and a miniature golf course in operation on the property, as well as an existing building of 763 sq. ft. to be converted to a manager's residence. Pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance No. 2013-10, to include the motor vehicle/RV/boat storage as a permitted use, as well as the following changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. Building being approximately 763 sq. ft.

- Phase 2 changes the originally planned 12 mini storage buildings totaling 41,000 sq. ft. to two proposed indoor motor vehicle/RV/boat storage buildings totaling 41,400 sq. ft.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six mini storage buildings will not be planned in Phase 3.

- A new total of 152,452 sq. ft. of buildings are planned for the site with a net reduction of 9,548 sq. ft. from the originally approved development. The originally approved building coverage on-site was 162,000 sq. f t.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Planning & Zoning Board.

Aerial views of the property and photos of the property and postings were shown.

Ms. Then stated the Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| **Subject Property** | Lady Lake – Planned Commercial (CP) |
| **Zoning of Adjacent Properties** | |
| **West** | Lake County-Agricultural Residential |
| **East** | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
| **North** | PFD (Public Facilities District)/ Lake County-Agricultural |
| **South** | Lady Lake- Planned Unit Development (PUD) |

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## Future Land Use

| **Subject Property** | Lady Lake – General Commercial Retail Sales & Services (RET) |
|---|---|
| **Future Land Use of Adjacent Properties** | |
| **West** | Lake County – Urban Low |
| **East** | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| **North** | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| **South** | Lady Lake – General Commercial Retail Sales & Services (RET) |

The current Future Land Use Designation of the subject property (12.65 ± acres) is Lady Lake Commercial General Retail Sales & Services (RET) and is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Comments for this application are as follows:

1.) Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893.

2.) Should the amendment to the Memorandum of Agreement be approved, the applicant will have to supply a modified site plan, via the major modification to site plan process (applicant is undergoing this process concurrently). She stated the modified site plan has already been submitted and is in the process of being reviewed.

Ms. Then reported that notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. To date, nine certified mail receipts have been returned, and there have been no phone calls, e-mails or written statements thus far on the matter.

Ms. Then stated that at the December 15, 2014 Special Commission Meeting (Conceptual Workshop), it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented.

Ms. Then stated the application materials were circulated to members of the Technical Review Committee (TRC), on Wednesday, January 28, 2015. No comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board. She stated the Town Commission is tentatively scheduled to hear Ordinance No. 2015-01 for first reading at their regular meeting on Monday, March 2, 2015 at 6 p.m., and for second/final reading at the special meeting to be held on Wednesday, March 16, 2015 at 6 p.m.

Ms. Then stated the applicant was present to answer any questions.

Vice Chairperson Sigurdson asked if there will be any changes to the green area from what was proposed. He asked if the batting caging will be staying.

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Ms. Then replied yes; with the reduction of the building there will be more green area than what was proposed and the batting cages will be staying.

Chairperson Gauder asked if there was anyone in the audience who wished to speak on this matter. There was no one.

***Upon a motion by Vice Chairperson/Member Sigurdson, and a second by Member McKenzie, the Planning and Zoning Board recommended transmittal and approval of Ordinance No. 2015-01 to the Town Commission for consideration by the following roll call vote:***

| | |
|---|---|
| ***MCKENZIE*** | ***YES*** |
| ***MONTELEONE*** | ***YES*** |
| ***PIERSON*** | ***YES*** |
| ***SIGURDSON*** | ***YES*** |
| ***GAUDER*** | ***YES*** |

**CHAIRPERSON/MEMBERS' REPORT:**

There were no comments or reports.

**ADJOURN:**

***With nothing further to discuss, the meeting was adjourned at 5:40 p.m.***

Julia Wolfe, Staff Assistant to Town Clerk

John Gauder, Chairperson

Minutes transcribed by Julia Wolfe, Staff Assistant to Town Clerk

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# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE: March 2, 2015**

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**SUBJECT:** **Ordinance 2015-01 – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road - Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA). (Alternate Key #3250290)**

**DEPARTMENT:** **GROWTH MANAGEMENT**

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**STAFF RECOMMENDED MOTION:**

**Staff recommends approval of Ordinance 2015-01 providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (MOA).**

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Applicant, Michael or Joy Girard, has submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road – addressed at 175 S. Rolling Acres. The property includes approximately 12.65 ± acres (referenced by Alternate Key Number 3250290) currently in the Town of Lady Lake.

The subject property is currently operating as a Self-Storage Facility consisting of eight (8) buildings providing 109,700 square feet of storage space. There is also now a 1,200 square foot office in addition to the original office building of 3,389 square feet. There is also a miniature golf course and batting cages in operation on the property, as well as an existing building of 763 square feet to be converted to a manager's residence. Pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance 2013-10, to include the Motor Vehicle/RV/Boat Storage as a permitted use, as well as the following changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. Building being approximately 763 square feet.

- Phase 2 changes the originally planned twelve (12) mini storage buildings totaling 41,000 square feet to two (2) proposed Indoor Motor Vehicle/RV/Boat Storage Buildings totaling 41,400 square feet.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six (6) mini storage buildings will not be planned in Phase 3.

- A new total of 152,452 square feet of buildings are planned for the site with a net reduction of 9,548 square feet from the originally approved development. The originally approved building coverage on-site was 162,000 square feet.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Planning & Zoning Board.

The Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| **Subject Property** | Lady Lake – Planned Commercial (CP) |
| **Zoning of Adjacent Properties** | |
| **West** | Lake County-Agricultural Residential |
| **East** | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
| **North** | PFD (Public Facilities District)/ Lake County-Agricultural |
| **South** | Lady Lake- Planned Unit Development (PUD) |

**Future Land Use**

| | |
|---|---|
| **Subject Property** | Lady Lake – General Commercial Retail Sales & Services (RET) |
| **Future Land Use of Adjacent Properties** | |
| **West** | Lake County – Urban Low |
| **East** | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| **North** | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| **South** | Lady Lake – General Commercial Retail Sales & Services (RET) |

The current Future Land Use Designation of the subject property (12.65 ± acres) Lady Lake Commercial General – Retail Sales & Services (RET) is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Comments:

1.) Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893.

2.) Should the amendment to the Memorandum of Agreement be approved, the applicant will have to supply a modified site plan, via the major modification to site plan process (applicant is undergoing this process concurrently).

Notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. All certified mail receipts have been returned; no comments regarding objection or support of the amendment have been received to date.

**Past Actions**

At the December 15, 2014, **Special Commission Meeting** (Conceptual Workshop) it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented.

The application materials were circulated to members of the **Technical Review Committee (TRC)**, on Wednesday, January 28, 2015. No comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board.

At the February 9, 2015, meeting of the **Planning and Zoning Board**, the board voted 5-0 to forward Ordinance 2015-01 to the Town Commission with the recommendation of approval.

**Public Hearing Dates:**

The **Town Commission** is scheduled to consider Ordinance 2015-01 on second reading and final reading at their regular meeting to be held on Monday, March 16, 2015, at 6:00 p.m.

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**FISCAL IMPACT: $** **-0-** **[ ] Capital Budget**

**[ ] Operating** **[ ] Other**

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**ATTACHMENTS:** **[ x ] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

**[ ] Other**

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

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2-23-2015 **DEPARTMENT HEAD** **Submitted** 2/23/15 **Date**

**FINANCE DEPARTMENT** **Approved as to Budget Requirements** **Date**

**TOWN ATTORNEY** **Approved as to Form and Legality** **Date**

**TOWN MANAGER** **Approved Agenda Item for:** 3-2-15 **Date** 2-24-15

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**COMMISSION ACTION:** **[ ✓ ] Approved as Recommended** **[ ] Disapproved**
HOL/RIC 4-0

**[ ] Tabled Indefinitely** **[ ] Continued to Date Certain**

**[ ] Approved with Modification**

CC: THAD - G.M.

~~***A Development Proposing 52,000 Sq. Ft. of New Retail Building Space and a 4,000 Sq. Ft. Building Development – Located on the Outparcel Between Tire Kingdom and McDonald's at the SW Corner of US Hwy 27/441 & Fennell Blvd., to include the waiver request for Chapter 10, Section 10-3,a).2). for number of trees required, by a vote of 4 to 0.***~~

~~**9. Consideration of the Lady Lake Police Department Hosting the "Spring into Safety" Community Fair in Partnership with The Home Depot on April 18, 2015 (Chris McKinstry)**~~

~~Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Clerk's office). He stated that the Lady Lake Police Department is requesting to co-host the "Spring into Safety" Community Fair on Saturday, April 18, 2015 from 10 a.m. until 2 p.m. to heighten crime prevention and enhance safety awareness. Chief McKinstry stated that this event will be held in the parking lot area of The Home Depot, featuring a bicycle safety course, as well as public safety booths and vehicles. He stated that community partners expressing a strong interest in participating at this time include The Villages Public Safety, Lake County Fire Department, Seniors vs. Crime, McDonald's, and local police departments and sheriff's offices. This event will be advertised locally through area businesses and news media.~~

~~***Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved the Consideration of the Lady Lake Police Department Co-Hosting the "Spring into Safety" Community Fair in Partnership with the Home Depot on April 18, 2015, by a vote of 4 to 0.***~~

~~Town Manager Kris Kollgaard reminded everyone that the Scam Jam Shred-a-Thon will be held on March 14, 2014 from 10 a.m. to 2 p.m. at the Target parking lot.~~

## L. TOWN ATTORNEY'S REPORT:

**10. Ordinance No. 2015-01 – First Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement (Thad Carroll)**

Derek Schroth, Town Attorney, read the ordinance by title only.

Growth Management Director Thad Carroll reported that the applicants, Michael or Joy Girard, have submitted an application on behalf of Rolling Acres Self Storage (a.k.a. Tree Tops Golf, Inc.) for property located at the corner of West Lady Lake Boulevard and Rolling Acres Road; addressed as 175 S. Rolling Acres. He stated the property includes approximately 12.65 ± acres (referenced by Alternate Key #3250290) currently in the Town of Lady Lake, and that staff recommends approval.

The subject property is currently operating as a self-storage facility consisting of eight buildings providing 109,700 sq. ft. of storage space. There is now a 1,200 sq. ft. office in addition to the original office building of 3,389 sq. ft. There is also a miniature golf course and batting cages in operation on the property, as well as an existing building of 763 sq. ft. to be converted into a manager's residence.

Mr. Carroll reported that pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the applicant is requesting to modify the Memorandum of Agreement, formerly adopted under Ordinance No. 2013-10, to include Motor Vehicle/RV/Boat Storage as a permitted

use. Views of the property and photos showing existing buildings were shown. He reviewed the summary of proposed modifications as follows:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard. The building will be approximately 763 sq. ft.

- Phase 2 changes the originally planned 12 mini-storage buildings totaling 41,000 sq. ft.to two proposed Indoor Motor Vehicle/RV/Boat storage buildings totaling 41,400 sq. ft.

- Phase 2 now includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed; six mini-storage buildings will not be planned in Phase 3.

- A new total of 152,452 sq. ft. of buildings are planned for the site, with a net reduction of 9,548 sq. ft. from the originally approved development. The originally approved building coverage on site was 162,000 sq. ft.

As part of the application, the applicant has provided the new terms of the Memorandum of Agreement (Exhibit "B") and a bubble plan (Exhibit "C") showing the modified buildings, dump station location, new phasing boundaries, retention pond areas, parking area, drive aisles, landscaping buffers, dumpsters location, and gate.

The application has been reviewed and determined to be complete. The applicant has submitted all appropriate materials in compliance with the Land Development Regulations (LDRs) and they are ready for transmittal to the Town Commission.

The Zoning and Future Land Use designations of the adjacent properties are as follows:

**Zoning**

| | |
|---|---|
| Subject Property | Lady Lake – Planned Commercial (CP) |
| **Zoning of Adjacent Properties** | |
| West | Lake County-Agricultural Residential |
| East | Lady Lake –MF-12 (Up to 12 dwelling units per acre) |
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| South | Lady Lake- Planned Unit Development (PUD) |

**Future Land Use**

| | |
|---|---|
| Subject Property | Lady Lake – General Commercial Retail Sales & Services (RET) |
| **Future Land Use of Adjacent Properties** | |
| West | Lake County – Urban Low |
| East | Lady Lake –Multi-Family Low Rise- (MF-LR) |
| North | Lady Lake- Other Institutional Facilities (OIF)/Lake County-Urban Low |
| South | Lady Lake – General Commercial Retail Sales & Services (RET) |

DRAFT

The current Future Land Use Designation of the subject property (12.65 ± acres) is Lady Lake Commercial General – Retail Sales & Services (RET) and is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.

Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893. If the amendment to the Memorandum of Agreement is approved, the applicant will have to supply a modified site plan via the major modification to site plan process (applicant is undergoing this process concurrently).

Mr. Carroll reported that notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning-CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. He stated that all certified mail receipts have been returned and no comments regarding objection or support of the amendment have been received to date.

Mr. Carroll reported that at the December 15, 2014, Special Commission meeting (Conceptual Workshop), it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented. He stated the application materials were circulated to members of the Technical Review Committee (TRC) on Wednesday, January 28, 2015, and no comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board. Mr. Carroll stated that at the February 9, 2015 meeting of the Planning and Zoning Board, the board voted 5-0 to forward Ordinance No. 2015-01 to the Town Commission with the recommendation of approval, and the Town Commission is scheduled to consider Ordinance No. 2015-01 for second/final reading at their regular meeting to be held on Monday, March 16, 2015, at 6:00 p.m. He stated Mr. Girard and Springstead Engineering are present if there are any questions.

Mayor Kussard asked if there were any questions or comments by the Commissioners or the audience, and hearing none, asked for a motion.

***Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved Ordinance No. 2015-01 – First Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement, as presented, by a vote of 4 to 0.***

~~**11. Ordinance No. 2015-03 – First Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount (Thad Carroll)**~~

~~Derek Schroth, Town Attorney, read the ordinance by title only.~~

~~Growth Management Director Thad Carroll reported that on December 3, 2014, the Lake County Board of County Commissioners voted to increase the Lake County School Impact Fees to an amount equivalent to 75% of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. At this time, the Town of Lady Lake would also like to increase the Supplemental School Impact Fee Rate, first imposed under Ordinance No. 2005-41, with subsequent amendments thereafter. He stated that this ordinance dates back to 2005 and there have~~

K-14

# TOWN COMMISSION AGENDA ITEM

**REQUESTED MEETING DATE: March 16, 2015 – SECOND/FINAL READING**

**SUBJECT:** **Ordinance 2015-03 - An Ordinance Of The Town Commission Of The Town Of Lady Lake, Florida, Amending Chapter 13 Of The Town Of Lady Lake Code Of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 Entitled Levy And Purpose, For The Purposes Of Increasing The Supplemental Education Assistance Fee Rates To 75% Of The Rate Differential Of The Full Impact Fee Amount Recommended In The Adopted "Impact Fees For Educational Facilities In Lake County, Florida" Study Dated June 7, 2011, And The Rate Adopted By Lake County, Florida, By Ordinance 2014-72.**

**DEPARTMENT:** **Growth Management**

**STAFF RECOMMENDED MOTION:**

**Staff recommends approval of Ordinance 2015-03 increasing the Supplemental Education Assistance Fee Rates To 75% of the Rate Differential of the Full Impact Fee Amount Recommended in the Adopted "Impact Fees for Educational Facilities in Lake County, Florida" Study Dated June 7, 2011, and the Rate adopted By Lake County, Florida, By Ordinance 2014-72.**

On December 3, 2014, the Lake County Board of County Commissioners voted to increase the Lake County School Impact Fees to an amount equivalent to seventy-five percent (75%) of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. At this time, the Town of Lady Lake would also like to increase the Supplemental School Impact Fee Rate, first imposed under Ordinance 2005-41, with subsequent amendments thereafter.

As per the Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011, the Public School Impact Fee per Dwelling Unit was recommended to be $10,292.38 for single family homes; $6,180.99 for Multi-family dwellings, and $3,382.01 for mobile homes. Under Lake County Ordinance 2014-72, the County has adopted a rate of collection at seventy-five (75%) of those amounts, thus imposing fees of $7,719 for single-family homes, $4,636 for multi-family dwellings, and $2,537 for mobile home units. Age-restricted communities remain exempt.

Given that the adopted study has provided justification for collection at rates higher than those imposed by the County, to become effective April 6, 2015, the Town retains the right to collect a fee to supplement the County's impact fee, provided that the sum of the fees collected by both

the Town and the County do not exceed the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. The rate differentials are as follows:

Table 1

| Dwelling Type | Full Rate | County Rate (75%) | Differential |
|---|---|---|---|
| Single Family Homes | $10,292.38 | $7,719 | $2,573.38 |
| Multi-Family | $6,180.99 | $4,636 | $1,544.99 |
| Mobile Home | $3,382.01 | $2,537 | $845.01 |

Provided that the assessment of the impact fees yield differentials as noted above, the collection of the Supplemental School Impact Fees by the Town of Lady Lake would be as follows:

Table 2

| Dwelling Type | Differential | 75% of the Rate Differential |
|---|---|---|
| Single Family Homes | $2,573.38 | $1,930 |
| Multi-Family | $1,544.99 | $1,158 |
| Mobile Home | $845.01 | $ 633 |

Florida Statute 163.31801 (3) (d), states that the following shall be adhered to regarding when the fee can be imposed following adoption of the ordinance:

(d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

Therefore, staff recommends adopting the Supplemental School Impact Fee Rates as proposed in Table 2 above, reflecting a 75% collection of the differential between the County's impact fee assessment, and the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. The effective date of collection will begin on July 1, 2015. On February 24, 2015, Town Attorney, Derek Schroth, reviewed and approved Ordinance 2015-03 to form.

**Public Hearing Dates:**

At the March 2, 2015 meeting, the Town Commission voted 4-0 for approval of Ordinance 2015-03 upon First Reading.

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**FISCAL IMPACT: $ -0-** **[ ] Capital Budget**

**[ ] Operating** **[ ] Other**

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ATTACHMENTS: [ x ] Ordinance(s) [ ] Resolution [ ] Budget Resolution

[ ] Other

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

W21

3-9-15 DEPARTMENT HEAD Submitted 3/9/15 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: 3/16/15 Date 3/9/15

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

**ORDINANCE NO. 2015-03**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 13 OF THE TOWN OF LADY LAKE CODE OF ORDINANCES ENTITLED SPECIAL ASSESSMENTS, IMPACT FEES, SUPPLEMENTAL FEES, SECTION 13-21 ENTITLED LEVY AND PURPOSE, FOR THE PURPOSES OF INCREASING THE SUPPLEMENTAL EDUCATION ASSISTANCE FEE RATES TO 75% OF THE RATE DIFFERENTIAL OF THE FULL IMPACT FEE AMOUNT RECOMMENDED IN THE ADOPTED 'IMPACT FEES FOR EDUCATIONAL FACILITIES IN LAKE COUNTY, FLORIDA" STUDY DATED JUNE 7, 2011, AND THE RATE ADOPTED BY LAKE COUNTY, FLORIDA, BY ORDINANCE 2014-72; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 13 of the Lady Lake Code imposes special assessments, impact fees and supplemental fees for Education, Libraries, Parks, Water, Wastewater and Reclaimed Water; and

**WHEREAS**, the Town Commission wishes to stimulate the local economy by encouraging economic development and promoting job creation through the reduction of supplemental educational assistance fees; and

**WHEREAS**, supplemental educational assistance fees are applicable to all new residential construction within the Town limits, and can be a substantial component of a developer's total development costs; and

**WHEREAS**, the Board of County Commissioners of Lake County, Florida, on December 3, 2014, enacted Ordinance No. 2014-72, re-imposing the collection of School Impact Fees at an increased rate-effective April 6, 2015, and

**WHEREAS**, in order to stimulate the local economy, it has been determined that the reduction of the collection of supplemental educational assistance fees is necessary; and

**WHEREAS**, the Town Commission now finds it is in the best interest of the citizens of the Town of Lady Lake to make these changes to the Town Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Amendments.** Section 13-21 and Section 13-24, Code of Ordinances of the Town of Lady Lake, is hereby amended as follows:

**Sec. 13-21. – Levy and purpose.**

(a) The Town levies supplemental educational assistance fees in the amounts set forth in Section 13-24 Rates beginning July 1, 2015. The increased fees in the amounts set forth in Section 13-14 Rates shall not apply to pre-payments, deferral agreements unless the agreement specifically allows, or the use of impact fee credits.

(b) For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, supplemental educational assistance fees are hereby increased to 75%_of the rate differential of the full impact fee amount recommended in the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011, and the impact fee rate adopted by Lake County, Florida by Ordinance 2014-72, beginning July 1, 2015, on new residential construction within the town limits in accordance with the schedule of fees and other provisions of this article.

**Sec. 13-24. Rates.**

(a) All residential construction occurring within the Town shall pay the following Supplemental Education Assistance Fee:

(1) Nineteen hundred and thirty dollars ($1,930.00 ) per dwelling unit

(2) Eleven hundred and fifty-eight dollars ($1,158.00 ) per multi-family dwelling and

(3) Six hundred and thirty-three dollars ($633.00) per mobile home unit.

(b) The payment of the Supplemental Education Assistance Fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit or final development order.

(c) The obligation for payment of the Supplemental Education Assistance Fee shall run with the land.

**Section 3. Severability.** The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion in the Town of Lady Lake Code.** It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and

be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions.

**Section 5. Effective Date**. This Ordinance shall become effective July 1, 2015.

**Section 6. Conflicting Ordinances Repealed**. Any provision of an ordinance which conflicts with this ordinance, including Ordinance 2014-01, is inferior and repealed. The provisions of this Ordinance, Ordinance 2015-03, supersede and control over any conflicting provisions.

**Section 7. Filing.** The clerk shall be and is hereby directed forthwith to file this Ordinance in accordance with Florida law.

**PASSED AND ORDAINED** in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this **16th** day of **March, 2015**.

**TOWN OF LADY LAKE, FLORIDA**

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

## Staff Summary

This ordinance amends Chapter 22, Lake County Code, Section 22-22 regarding Educational Impact Fees. This ordinance will increase the Educational Impact Fee to seventy-five percent (75%) of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011.

## ORDINANCE NO. 2014 - 72

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 22-22, LAKE COUNTY CODE, TO INCREASE THE EDUCATIONAL IMPACT FEES TO 75% OF THE RATE RECOMMENDED IN THE ADOPTED IMPACT FEE STUDY DATED JUNE 7, 2011, TO BE EFFECTIVE APRIL 6, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Chapter 22 of the Lake County Code imposes impact fees for Transportation, Educational Facilities, Parks, Libraries and Fire; and

**WHEREAS,** in Ordinance No. 2013-55, the Board of County Commissioners did impose an Educational Impact Fee at a rate that was twenty-five percent (25%) of the adopted Impact Fee Study, prepared by Henderson Young & Company, dated June 7, 2011; and

**WHEREAS,** the Board now finds it is in the best interests of the citizens of Lake County to increase the Educational Impact Fee to seventy-five percent (75%) of the rate recommended in the Impact Fee Study prepared by Henderson Young & Company dated June 7, 2011, titled *Impact Fees for Educational Facilities in Lake County, Florida.*

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County, Florida as follows:

**Section 1.** **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.** **Amendment.** Section 22-22, Lake County Code, entitled 'Imposition,' is hereby amended to read as follows:

**Sec. 22-22. Imposition.**

(a) The imposition of educational impact fees on new development shall be suspended for a period beginning retroactively on January 1, 2011 and extending through January 12, 2014. The suspension shall not apply to pre-payments, deferral agreements unless the agreement specifically allows, or the use of impact

fee credits. Refunds of the educational impact fee shall be issued to the current owner of record for fees paid on a permit issued on or after January 1, 2011.

(b) ~~Effective January 13, 2014, a~~All residential construction occurring within the county, both within the unincorporated area and within the municipalities, shall pay the following educational system impact fees:

Single-family detached house, per dwelling unit ..... ~~$2,573.10~~7,719.00
Multi-family dwelling unit, per dwelling unit ..... ~~$ 1,545.25~~4,636.00
Mobile home, per dwelling unit ..... ~~$845.50~~2,537.00

**Section 3.** **Severability.** If any section, sentence, clause, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

**Section 4.** **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5.** **Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for the State of Florida.

**Section 6.** **Directions to the Clerk of Court.** The Clerk of Court is hereby directed to hold in escrow the Educational Impact Fees collected after the effective date of this ordinance until such a time as the School Board of Lake County, Florida presents to the Board of County Commissioners an updated Impact Fee Study which justifies the rates established herein.

**Section 7.** **Effective.** This Ordinance shall become effective as of April 6, 2015.

Enacted this 2nd day of December, 2014.

Filed with the Secretary of State December 5, 2014.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Jimmy Conner, Chairman

This 3rd day of December, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

# FLORIDA DEPARTMENT of STATE

**RICK SCOTT**
Governor

**KEN DETZNER**
Secretary of State

December 5, 2014

Honorable Neil Kelly
Clerk of the Circuit Court
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Susan Boyajan

Dear Mr. Kelly:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your electronic copy of Lake County Ordinance No. 2014-72, which was filed in this office on December 5, 2014.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

**R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250**
**Telephone: (850) 245-6270 • Facsimile: (850) 488-9879**
**www.dos.state.fl.us**

# IMPACT FEES

FOR

# EDUCATIONAL FACILITIES

IN

# LAKE COUNTY, FLORIDA

Henderson
Young &
Company

June 7, 2011

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# 1. INTRODUCTION

## Purpose of This Study

This study of impact fees for educational facilities in Lake County, Florida presents the methodology, summarizes the data, and explains the calculation of the fees. The methodology is designed to comply with the requirements of Florida law.

## Definition and Rationale of Impact Fees

Impact fees are charges paid by new development to reimburse local governments and school boards for the capital cost of public facilities that are needed to serve new development and the people who occupy the new development.

Impact fees may be paid before or after public facilities are built. Impact fees that are paid before construction of public facilities are saved by the government until there is enough money to pay for needed public facilities. Impact fees that are paid after construction of public facilities constitute a repayment or reimbursement for expenditures (and/or debt) that the government incurred so that the public facilities would be available for each new development.

Local governments and school boards charge impact fees on either of two bases. First, as a matter of policy and legislative discretion, they may want new development to pay the full cost of its share of new public facilities because that portion of the facilities would not be needed except to serve the new development. In this case, the new development is required to pay for all the cost of its share of new public facilities.

On the other hand, local governments and school boards may use other sources of revenue to pay for the new public facilities that are required to serve new development. If, however, such revenues are not sufficient to cover the entire costs of new facilities necessitated by new development, the new development may be required to pay an impact fee in an amount equal to the difference between the total cost and the other sources of revenue.

There are many kinds of "public facilities" that are needed by new development, including schools, roads, water and sewer plants, parks, and other government facilities. This study covers public schools and related educational facilities in Lake County, Florida.

New development is synonymous with "growth". For some impact fees, new development includes new residential, retail, office, commercial, industrial and all other new construction. Impact fees for educational facilities, however, are charged only to new residential development: houses, apartments, mobile home parks, and other residential construction. Non-residential new development is not charged school impact fees, as explained in Chapter 3.

## Rules Governing Impact Fees in Florida

Impact fees for educational facilities have been upheld by the Florida Supreme Court and the Court provided specific findings and conclusions that affect how impact fees for schools are designed and implemented. In addition, judicial decisions regarding impact fees for other public facilities also apply to the imposition of impact fees for schools.

Several court cases[1] provide direction in three broad areas of the development of impact fees: (1) who pays, and how much (the "fair share" rules), (2) where and how the fee can be used (the dual "nexus of benefit" rules), and (3) offsets against the fee (the "credits" rules).

First, the "fair share" rules require that impact fees can be charged only for the portion of the cost of public capital facilities that is attributable to new development. Impact fees cannot be charged to pay for the cost of reducing or eliminating deficiencies in existing facilities. Within this broad rule, specific guidance is given in several areas:

- It is permitted to distinguish among the impacts of different types of growth in establishing fee amounts (i.e., single-family homes can be shown to have different impacts than multi-family dwelling units or mobile homes, therefore the impact fees for each type of dwelling can be different than the other types),

[1] In St. Johns County V. Northeast Florida Builders Association, 583 So. 2d 635 (Fla. 1991) the Florida Supreme Court ruled that new development can be required to pay school impact fees. Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126 (Fla. 2000) addressed the applicability of school impact fees to housing for senior citizens. The following five significant court cases also guide the development of impact fees in Florida: Contractors and Builders Association of Pinellas County v. City of Dunedin. 329 So.2d 314 (Fla. 1976); Hollywood, Inc. v. Broward County. 431 So.2d 606 (Fla. 4th DCA 1983); Home Builders and Contractors Association of Palm Beach County, Inc. v. Board of County Commissioners of Palm Beach County. 446 So.2d 140 (Fla. 4th DCA 1983); and Seminole County v. City of Casselberry, 541 So.2d 666 (Fla. 5th DCA 1989); City of Ormond Beach v. County of Volusia, 535 So.2d 302 (Fla. 5th DCA 1968). The Local Government Comprehensive Planning and Land Development Regulation Act also touches on some aspects of impact fees.

- Fee-payers should be able to pay a smaller fee if they can demonstrate that their development will have less impact than is presumed in the calculation of the impact fee schedule for their classification of property and the reduced impact is permanent (i.e., through land use restrictions), and

- Costs of facilities that will be used by new development and existing users must be apportioned between the two groups, such as on the basis of costs per student, when determining the amount of the fee.

Second, the dual "nexus of benefit" rules require a demonstrated reasonable connection (1) between the need for public capital facilities and the growth from the fee-paying development, and (2) between the expenditure of fee revenue and the benefits received by the fee-paying development. These two conditions limit where and when impact fees can be collected and used.

There are many ways that the nexus of benefit can be established, including personal use and use by others in the family (direct benefit), use by persons who provide goods or services to the fee-paying property (indirect benefit), expansion of jobs, wealth, goods, services, and taxes (general economic benefit) and geographical proximity (presumed benefit). The connections among needs, benefits and fees will vary according to the type of facility; schools will have different nexus of benefits criteria than roads. The nexus of benefit for schools will be based on the average number of public school students per dwelling unit. A detailed description of this data is presented later in this study.

Another connection among needs, benefits and fees can be the geographical relationship between a fee-paying development and the impact on a public capital facility. Some impact fees for roads or parks use geographical zones for calculating, collecting and spending impact fees. In the St. Johns County case, the Florida Supreme Court identified the constitutional requirement of "a uniform system of free public schools" (Article IX, Section 1, Florida Constitution), as a reason that school impact fees can be a uniform countywide system, therefore zones will not be used for Lake County's updated school impact fee.

Furthermore, the fee revenue must be expended within a reasonable period of time, but there is no single maximum limit in statutes or case law that applies to all impact fee expenditures. Explicit limitations on the expenditure of fees must be adequate to guide government personnel, and fee revenue must be earmarked for specific uses related to the public capital facilities for which the impact fee is charged.

Finally, the "credits" rules allow a fee-payer to have an impact fee reduced to reflect (1) contributions of land, cash, facilities, or other assets that meet the same

need as the fee, and (2) future payments of taxes that would ordinarily be used for the same public capital facilities for which the impact fee is being charged. Without such credits, the fee-paying development might pay more than its fair share. Court cases and legislation do not prohibit a local government or school board from establishing reasonable constraints on determining credits. For example, the location, quality and design of a donated public facility can be required to conform to adopted local standards for such facilities.

## Data Sources

The data in this study of impact fees for educational facilities in Lake County, Florida was provided by staff of Lake County Public Schools, unless a different source is specifically cited. Source documents and staff resources are described for each table of data in the following study.

Pursuant to F.S. 163.31801 (3) (a), "... the calculation of the impact fee [is required to] be based on the most recent and localized data." In order to fulfill this requirement, this impact fee rate study used the most recent data available from Lake County Public Schools at the time the research was assembled and analyzed for this impact fee rate study.

## Data Rounding

The data in this study was prepared using computer spreadsheet software. In some tables in this study, there will be very small variations from the results that would be obtained using a calculator to compute the same data from the number of decimal places reported in the tables in this study. The reason for these insignificant differences is that the spreadsheet software was allowed to calculate results to more places after the decimal than is reported in the tables of these reports. The calculation to extra places after the decimal increases the accuracy of the end results, but causes occasional differences due to rounding of data that appears in this study.

# 2. NEXUS OF BENEFITS OF EDUCATIONAL FACILITIES

As described in the introduction, there must be a dual nexus between the benefits of educational facilities and new development that is charged an impact fee to pay for a portion of the educational facilities that it needs. This chapter is devoted to an analysis of the nexus.

There are several considerations that affect the "rational nexus of benefits" for educational facility impact fees: (A) responsibility for schools, (B) the need for new educational facilities for new development, (C) the type of property that receives the benefits from new educational facilities, and (D) the location of the property in relation to the new educational facilities.

## Responsibility for Schools

The County-wide Lake County Public School system presently consists of 24 elementary schools of which 3 are conversion charter school facilities, 11 middle schools, 7 high schools, 1 conversion charter school facility that houses grades PreK-6, a Pre-K through 12 school facility and 268,368 square feet of ancillary facilities

The School Board of Lake County is legally and financially responsible for the County-wide public school system, therefore the analysis of growth's impact on public schools includes all of the County-wide public school system: no portion of the County or any City in the County is excluded.

The School Board of Lake County is not responsible for private schools or home schooling. The County cannot control access to or usage of schools operated by private organizations or individuals, therefore such facilities are excluded from the analysis of impact fees for educational facilities.

## The Need for New Educational Facilities for New Development

Lake County Public Schools, like most school systems, determines its need for educational facilities by comparing its standards for the capacity of various educational facilities to the number of students that it must serve. Local school district standards are based on capacity standards in State Requirements for Educational Facilities (SREF) issued by the Florida Department of Education (FDOE) and applied locally. Specific capacity standards are developed by each School Board and County and included in school concurrency ordinances and programs.

## Current Enrollment and Current Capacity

Table 1 compares the current[2] student capacity for grades PreK-12 to the number of students based on the current enrollment (October, 2010) for grades PreK-12 within the Lake County Public School System. The student capacity is based on permanent student stations plus relocatables at schools where the capacity of the dining facility is more than the capacity of permanent student stations (capped at a 25% increase of capacity at each school). This is the standard for student capacity in Lake County's school concurrency ordinance.

The comparison of the current student enrollment to the student capacity required to serve the current student enrollment in Table 1 illustrates that there is a reserve (i.e., current surplus) of elementary, middle and high school student capacity that is available to serve future enrollment growth.

***Table 1: Current Enrollment Compared to Current Capacity***

| | Elementary Schools | Middle Schools | High Schools | Total |
|---|---|---|---|---|
| Permanent Concurrency Capacity | 22,568 | 11,259 | 12,071 | 45,898 |
| Added Funded Concurrency Capacity | 0 | 0 | 1,879 | 1,879 |
| Total Funded Concurrency Capacity | 22,568 | 11,259 | 13,950 | 47,777 |
| Enrollment (October 2010) | 18,720 | 8,848 | 11,535 | 39,103 |
| Capacity Reserve/(Shortage) | 3,848 | 2,411 | 2,415 | 8,674 |

Source: School F.I.S.H. Capacities: 2010-11_LOS_Report_Rev _0-08-10.xls; Added Concurrency Capacity: A7_Current_Construction_(HYC_Version)(DJM_Revised).xlsx; Enrollment: A2_LCS Enrollment 2010-2011_10222010.xlsx

## Enrollment Growth and Student Capacity

The rate of growth in enrollment in the Lake County Public Schools has slowed substantially during the past 5 years. From 2005/06 and 2010/11 enrollment increased by 8.4%. The annual rate of growth during this six year period has been steadily declining from 4.3% between 2005/06 and 2006/07 to only 0.1% between 2009/10 and 2010/11 (October of 2010).

[2] Throughout this study, "current" means the 2010/11 school year, the beginning of the most recent 5-year plan adopted by Lake County public Schools. This is because the beginning (i.e., typically October enrollment data) occurs before the school district has built any of the projects in the 5-year program. For Lake schools, the "current year" enrollment and program capacity is for the fall of 2010.

The Lake County Public Schools enrollment projections indicate there will be 40,992 PreK-12 students in the public schools by 2015-16[3], which equals an average annual growth rate of 0.95% from the beginning of the 2010/11 school year. (Note: the forecasts are made using the cohort survival method, which is more accurate than simple percentage increases in growth. For ease of understanding, the results of the cohort survival method are reported here as though they had been calculated by an average annual growth rate of 0.95%.)

Table 2 shows the impact of projected growth on Lake County's school facilities. The data illustrate the increase in enrollment during the next 5 years and demonstrates that the district's recent construction of new schools will provide the capacity to accommodate the students from new dwelling units. In other words, the Lake County Public Schools will utilize a portion of the current surplus of capacity to accommodate the 1,889 additional students forecast for the next five years.

Because Lake County Public Schools can utilize the reserve capacity from schools that it has already built to house the students that will come from new development, the impact fee will reimburse the school district for the investment it made, and the money it borrowed to build the capacity for new development.

***Table 2: Enrollment Growth and Student Capacity Needed Next Five Years***

| | Elementary School | Middle School | High School | Total |
|---|---|---|---|---|
| Projected PreK-12 Enrollment: 2015 | 19,806 | 9,045 | 12,141 | 40,992 |
| October, 2010 Enrollment | 18,720 | 8,848 | 11,535 | 39,103 |
| Enrollment Growth Next 5 Years | 1,086 | 197 | 606 | 1,889 |
| Existing Reserve Capacity | 3,848 | 2,411 | 2,415 | 8,674 |
| 2015 Capacity Reserve/(Shortage) | 2,762 | 2,214 | 1,809 | 6,785 |

Source: Projected Enrollment: A4LCSforecastsoffutureenrollment.xls dated 9/13/10 and modified 2/14/11 to base on October 2010 40th day count; October, 2010 Enrollment: from Table 1

## Types of Property Benefiting from New Educational Facilities

Impact fees are charged to properties that benefit from new educational facilities. Lake County Public Schools are used, for the most part, by individuals

[3] The fall enrollment for the 2015/16 school year is the enrollment for the first year that is five years after the "current" enrollment from the fall of the 2010/2011 school year that is used as the beginning point of this analysis.

rather than businesses or other non-residential land uses. There is insufficient data to objectively allocate the value of the indirect benefit of the school system to non-residential property. Impact fees for educational facilities are charged only to residential development because the dominant stream of benefits redounds to the occupants of dwelling units[4].

## Location of Property Receiving Benefits from New Educational Facilities

As described earlier, a nexus of benefits is required between a new dwelling unit and the new educational facilities that are built with the impact fees paid by the new dwelling unit. One method of connecting a house and a school would be to establish impact fee "zones" within the school district. All impact fees paid by new houses in the zone would be required to be spent on new educational facilities in the same zone.

There are several reasons that the use of zones is inappropriate for school impact fees in Lake County. First, the construction of a new school benefits dwelling units that are not in the adjacent area because the new school relieves overcrowding in other schools, which is a significant benefit for those other schools. Each time a new school is constructed, its attendance area boundaries have a ripple effect on the existing attendance areas of neighboring schools.

Second, some facilities and programs of the school district are used for students throughout the district, which makes the use of zones virtually meaningless. There are a variety of magnet and specialty programs offered throughout the district. For example, there are school facilities providing exceptional programs and alternative program schools serving students on a system wide basis. This means that students from a dwelling unit that paid an impact fee may actually attend a facility in another part of the County. Conversely, a new school that is nearest a new dwelling unit may serve some students from other parts of the County.

Third, the Lake County Public Schools presently bus just under 21,500 students to schools located throughout the County. Busing is usually provided for one of several reasons: special education students traveling to centralized facilities, state mandated transportation for students who live more than 2 miles from their school, court-ordered or voluntary busing to achieve racial balance, or students transported to magnet programs. A student who is transported to an educational facility that is some distance from his/her dwelling unit is most directly benefited by

[4] Residential property that is deed-restricted for occupancy by senior citizens is exempt from paying school impact fees.

the educational facility that he/she attends. The educational facility that is nearest his/her dwelling unit may provide little direct benefit to his/her dwelling unit.

Finally, the Florida Supreme Court ruled in the St. Johns County case that "substantially all" of the population of municipalities must join with the unincorporated population in paying educational facility impact fees in order to conform to the constitutional requirement of "a *uniform system* of free public schools" (Article IX, Section 1, Florida Constitution, emphasis added). The use of zones of any kind, whether municipal, school attendance boundaries, or some other basis, conflicts with the ability of the School Board to provide reasonable uniformity in public school physical plants and facilities.

# 3. COSTS OF EDUCATIONAL FACILITIES PER STUDENT

The first step in determining the impact fee for educational facilities is to calculate the cost per student of various components of educational facilities using Formula 1:

1. $$\frac{\text{Cost of Educational Facility}}{\text{Student Capacity of Educational Facility}} = \text{Cost per Student}$$

There are two variables used in formula 1: (A) the types, levels and costs of educational facilities, and (B) the student capacity of each type and level of educational facility.

## Variable (A) Types, Levels and Costs of Educational Facilities

### Types

Impact fees for educational facilities in Lake County include six types of costs: school buildings, borrowing costs, land, off-site improvements, ancillary facilities, and transportation (school busses).

### Levels

The Lake County Public Schools are structured by grade level: elementary schools serve pre-kindergarten through 5th grade, middle schools serve grades 6 through 8, and high schools serve grades 9 through 12. Schools at each level are designed to meet different educational needs for different numbers of students; therefore, each level is analyzed separately in this study.

### Costs

The cost of most of the additional capacity in educational facilities to serve growth will be provided by constructing new facilities, however some capacity may be provided by expanding existing facilities. Throughout this study, any reference to new educational facilities includes expansion of existing facilities as well as construction of new facilities.

## Variable (B) Students per Educational Facility

The impact of new development on educational facilities is computed on the basis of capacity (i.e., students per classroom, school, or school bus, according to the

type of educational facility). Each educational facility that was analyzed for the impact fee calculations presented in this study was evaluated for the most recent and local capacity that is available to serve each student enrolled in Lake County Public Schools.

## Cost per Student: Tables and Data

The balance of this chapter contains a series of tables and accompanying text that documents and calculates the cost per student of educational facilities. Tables 3 through 9 document each type of educational facility cost: school buildings, borrowing cost to build educational facilities, land costs, off-site costs, ancillary facilities, transportation (school busses) and the revenue credit per student for future debt service payments that new development will pay. Each table includes a separate calculation of data for each educational level: elementary, middle, and high school.

Table 10 lists the results from Tables 3 through 9 and adds them together to calculate the total capital cost of educational facilities per student.

### School Building Cost per Student

The school building cost per student for elementary, middle and high school students is shown in Table 3.

The cost of schools in Table 3 is based on Lake County Public Schools' most recent school construction projects: Elementary J (Sorrento); Gray Middle School and High School "BBB" (opening in August of 2011). Costs are the full cost of the school, including design, site preparation, construction materials, labor costs, contractor's pre-construction services, contractor's fees, contractor's risk, builder's risk insurance, performance bond, furniture, technology and equipment, utility connection fees, printing & signage, permitting and construction inspection and testing. The costs do not include land costs or off-site costs (which are analyzed separately in this study).

***Table 3: School Building Cost per Student***

| Cost Item | Elementary School | Middle School | High School |
|---|---|---|---|
| Cost of School | $ 20,844,151 | $ 37,227,496 | $ 63,350,000 |
| Concurrency Capacity | 993 | 1,283 | 1,879 |
| School Cost Per Student | 20,991.09 | 29,015.98 | 33,714.74 |

Source: A7_Current_Construction_(HYC_Version)(DJM_Revised).

## Borrowing Cost per Student

Many school districts borrow money to build new schools and to add capacity at existing schools. The cost of borrowing money is the interest that the school district pays the lender. Lake County Public Schools has borrowed money to pay for new school capacity, therefore borrowing costs are included in the cost basis for calculating the reimbursement impact fee rates.

Table 4 shows the calculation of borrowing (interest) cost per student. The total interest for all debt for each year 2011 through 2031 is divided by the forecast of enrollment for that year[5] to calculate the debt interest per student for each year.

Next, each year's debt interest per student is discounted to present value ($3,003.47) because the money to pay the interest is collected "up front" at the time the impact fee is paid, but the school district will not make the debt service payments until future years.

The final step is to allocate the discounted cost to elementary, middle and high school student costs. This is based on each school level cost per student as a portion of the total of the elementary, middle and high school costs per student from Table 3. For example, the elementary school cost per student in Table 13 ($20,991.09) is divided by the total cost per student for elementary, middle and high schools ($83,721.81) to determine that elementary schools are 25.07% of the cost per student. This is the basis for allocating 25.07% of the debt interest to elementary school costs per student.

[5] The growth in student enrollment for the years 2011 through 2020 is from the Florida Department of Education. The growth rate for 2021 through 2031 assumes the same rate of growth as the 2011 through 2020 forecasts.

### *Table 4: Borrowing Cost Per Student*

| Due Date | Total Interest Payments | Total Enrollment | Interest Per Student |
|---|---|---|---|
| 2011 | $ 16,104,892.53 | 39,115 | $ 411.73 |
| 2012 | 15,624,738.77 | 39,405 | 396.52 |
| 2013 | 15,006,406.27 | 39,684 | 378.15 |
| 2014 | 14,329,114.40 | 40,303 | 355.53 |
| 2015 | 13,502,553.78 | 40,992 | 329.39 |
| 2016 | 12,522,126.28 | 40,711 | 307.59 |
| 2017 | 11,461,815.03 | 41,767 | 274.42 |
| 2018 | 10,324,395.65 | 43,267 | 238.62 |
| 2019 | 9,137,256.27 | 44,076 | 207.31 |
| 2020 | 8,619,737.51 | 45,158 | 190.88 |
| 2021 | 8,066,531.26 | 45,811 | 176.08 |
| 2022 | 7,471,375.01 | 46,474 | 160.76 |
| 2023 | 6,840,050.01 | 47,147 | 145.08 |
| 2024 | 6,342,681.25 | 47,829 | 132.61 |
| 2025 | 5,651,868.75 | 48,521 | 116.48 |
| 2026 | 4,926,075.00 | 49,223 | 100.08 |
| 2027 | 4,170,962.50 | 49,935 | 83.53 |
| 2028 | 3,382,062.50 | 50,658 | 66.76 |
| 2029 | 2,554,600.00 | 51,391 | 49.71 |
| 2030 | 1,699,000.00 | 52,135 | 32.59 |
| 2031 | 466,750.00 | 52,889 | 8.83 |
| Total | | | 4,162.65 |
| Discount Rate | | | 5.00% |
| Net Present Value of Debt Payments per Student | | | 3,003.47 |
| | Elementary Portion | 25.07% | $ 753.04 |
| | Middle School Portion | 34.66% | 1,040.93 |
| | High School Portion | 40.27% | 1,209.50 |

Source: Debt Interest: A23A24 Lake Debt Analysis 110521.xlsx; Enrollment 2011-2020: A4LCSforecastsoffutureenrollment.xls dated 9/13/10 and modified 2/14/11 to base on October 2010 40th day count; Enrollment 2021-2031: continued using compound annual growth rate between 2011 and 2020.

## Land Costs Per Student

The land costs per student are shown in Table 5. The land cost is based on the price paid by Lake County Public Schools for school sites for Elementary J (Sorrento), Middle School DD (East Ridge) and High School BBB. The size of the

property varies by school type and includes land needed for school buildings, playgrounds/athletic fields, auxiliary facilities, parking and on-site storm water retention.

The land cost per type of school is divided by the concurrency capacity for each of the three schools to calculate the land cost per student at each level (elementary, middle and high school).

***Table 5: Land Cost Per Student***

| Cost Item | Elementary School | Middle School | High School |
|---|---|---|---|
| Cost of School Site (Land) | $ 1,000,000 | $ 1,500,019 | $ 1,517,636 |
| Concurrency Capacity | 993 | 1,591 | 1,879 |
| Land Cost Per Student | 1,007.05 | 942.82 | 807.68 |

Source: Land: Lake County Schools Property Inventory -- March 2010.xls and modified per 3/10/11 and 3/11/11 emails; Concurrency Capacity: School F.I.S.H. Capacities: 2010-11_LOS_Report_Rev _10-08-10.xls

## Off-Site Costs Per Student

The off-site costs per student are shown in Table 6. Off-site costs include improvements that are needed for a school but which are "off campus," such as drainage and road improvements. The off-site costs vary significantly according to local circumstances. The elementary school off-site costs are based on actual costs for Elementary J (Sorrento), Minneola, Mascotte, Sawgrass Bay and Grassy Lake elementary schools. Middle school off-site costs are based on actual costs for Middle DD (East Ridge), Carver, and Gray middle schools. The high school off-site cost is based on the actual costs for High School BBB.

The total off-site costs for these schools is divided by the total concurrency capacity of the schools to calculate the off-site costs per elementary, middle and high school student.

***Table 6: Off-Site Costs per Student***

| Cost Item | Elementary School | Middle School | High School |
|---|---|---|---|
| Cost of Off-Site Improvements | $ 997,522 | $ 354,983 | $ 337,964 |
| Capacity of Schools With Off-Site Costs | 5,963 | 4,052 | 1,879 |
| Off-Site Cost Per Student | 167.29 | 87.61 | 179.86 |

Source: A15_Offsite_Costs_(HYCO_Version).xlsx as modified 4/14/11 per LCSD

## Ancillary Facility Cost Per Student

Support facilities that are not located at schools, such as maintenance, storage, transportation and administrative facilities, are called "ancillary" facilities. The cost per student of ancillary facilities is calculated separately from other types of educational facilities. Support facilities that are located at schools, such as cafeterias and principals' offices, are called "auxiliary" facilities. The cost of auxiliary facilities are included in the cost of schools, and are not analyzed separately.

Table 7 shows the calculation of the cost of ancillary facilities per student. Ancillary facilities serve the entire student body, therefore the cost per student is the replacement value of the entire inventory of all ancillary facilities divided by the total enrollment served by the ancillary facilities.

The District's ancillary facilities are analyzed in five categories: office space, warehouse space, warehouse and office space, service garage space, and computer center space. Each category is analyzed separately because it has a different construction cost per square foot.

Building costs are calculated for each of the five categories by adding the square footage of all buildings in a category[6], then multiplying the total by the average cost per square foot of that category of building.

For each category, land costs are calculated separately from building costs. Land costs are calculated by adding the site acreages of each site in a category, then multiplying the total by the average cost of land.

The land and building costs are combined to establish the total value for each category, and the category total values are added together to calculate the grand total value of $37.4 million for all ancillary facilities.

The value per student is calculated by dividing the total value of all ancillary facilities by the total enrollment for 2015 (from Table 2).

[6] The total square footage is adjusted by a factor of 1.4204 to calculate the gross square footage. The source of the adjustment factor is FDOE, SREF Chapter 6 (4) (d).

## *Table 7: Ancillary Facility Costs per Student*

| Facility | Location | Acres | Total Net Sq. Ft. | Gross Sq. Ft. @1.4204 | Total Value |
|---|---|---|---|---|---|
| **Office Space** | | | | | |
| CV Griffin Education Center | Howey in the Hills | 20 | 59,269 | 84,186 | |
| District Office | Tavares | 2 | 17,110 | 24,303 | |
| Dabney Center | Leesburg | 4 | 46,609 | 66,203 | |
| Howey Education Center | Howey in the Hills | 8 | 12,166 | 17,281 | |
| LCS Accountability & Program Support | Eustis | 3 | 17,612 | 25,016 | |
| Office Space Total Gross Sq Ft | | 37 | | 216,989 | |
| Value per Unit of Land & Building | | $ 20,362 | | $ 94.78 | |
| Value | | 753,411 | | 20,566,903 | $ 21,320,315 |
| **Warehouse Space** | | | | | |
| Warehouse and Grounds | Tavares | 12 | 41,126 | 58,415 | |
| Warehouse Space Total Gross Sq Ft | | 12 | | 58,415 | |
| Value per Unit of Land & Building | | $ 20,362 | | $ 46.94 | |
| Value | | 244,350 | | 2,741,966 | $ 2,986,316 |
| **Warehouse & Office Space** | | | | | |
| Maintenance Dept. Compound | | 0 | | | |
| Warehouse /Office Tot. Gross Sq Ft | | 0 | | 0 | |
| Value per Unit of Land & Building | | $ 20,362 | | $ 46.94 | |
| Value | | 0 | | 0 | $ 0 |
| **Service Garage Space** | | | | | |
| Facilities/Maintenance/Transportation | Tavares | 4 | 335,851 | 50,923 | |
| Groveland Bus Lot | Groveland | 4 | 3,000 | 4,621 | |
| Leesburg Transportation Facility | Leesburg | 7 | 6,273 | 8,910 | |
| Service Garage Total Gross Sq Ft | | 15 | | 64,094 | |
| Value per Unit of Land & Building | | $ 20,362 | | $ 77.61 | |
| Value | | 305,437 | | 4,974,370 | $ 5,279,807 |
| **Computer Center Space** | | | | | |
| ETS - North Lake County | Tavares | 1 | 7,079 | 10,055 | |
| ETS - South Lake County | Minneola | 1 | 22,283 | 31,651 | |
| Computer Center Total Gross Sq Ft | | 2 | | 41,706 | |
| Value per Unit of Land & Building | | $ 20,362 | | $ 188.51 | |
| Value | | 40,725 | | 7,861,909 | $ 7,902,634 |
| **Total Value Ancillary Facilities** | | | | | $ 37,489,072 |
| ÷ Total Projected Enrollment | | | | | 40,992 |
| Cost Per Student | | | | | $ 914.55 |

Source: Lake County Public Schools A10InventoryofAncillaryFacilities.xls, 1/4/10

## School Bus Cost per Student

School busses are analyzed separately from ancillary transportation facilities because of the different usage of busses by students at different levels of schools and the cost of busses are not included in the transportation ancillary facilities. Table 8 shows a series of calculations to calculate the school bus cost per elementary, middle and high school student.

The vehicle cost is the average current cost to Lake County Public Schools to purchase 47, 65 and 77 passenger busses. The types of busses have an overall rated capacity of from 47 to 77 passengers, however the number of students a bus can carry differs depending on the age of the students (i.e., more students per seat for elementary than for middle and high school students). As a result, the busses can carry an average of 64 elementary students, but only 54 middle school and 44 high school students. Table 8 calculates the school bus cost per student separately for each school level. The first step in this calculation is to determine the vehicle cost per elementary, middle and high school student capacity by dividing the vehicle cost by the number of elementary, middle and high school students it can carry.

Next, the cost per student capacity is divided by the average number of runs per bus per day (i.e., 3) in order to allocate bus costs among elementary, middle and high schools. In the final calculation, the apportioned average cost per elementary, middle and high school student is multiplied by the percentage of enrollment at each grade level that rides school busses[7]. The result is the school bus capital cost per student, shown at the bottom of Table 8.

***Table 8: School Bus Costs per Student***

| Cost Items | Elementary School | Middle School | High School |
|---|---|---|---|
| Average Vehicle Cost | $ 97,240.90 | $ 97,240.90 | $ 97,240.90 |
| Number of Runs per Bus (am or pm) | 3 | 3 | 3 |
| Vehicle Cost for Grade Level | 32,413.63 | 32,413.63 | 32,413.63 |
| Average Vehicle Capacity (Students) | 64 | 54 | 44 |
| Apportioned Average Cost Per Student | 506.46 | 600.25 | 736.67 |
| Percent of Enrollment Riding Bus | 48.44% | 71.56% | 49.39% |
| School Bus Capital Cost per Student | 245.33 | 429.54 | 363.84 |

Source: A19LCSBusCostsByBusType2010-2011.xls, 11/2/10; A19BUSINVENTORYWCAPACITIES2010.xls, 9/15/10; A17LCSAvgrunsperbus.doc, 9/2/10; A18 LCS Transportation Survey--Ridership Assessment--February 2010.pdf, 9/2/10

[7] The percentage of enrollment riding school busses is based on data compiled by Lake County Public Schools comparing ridership and enrollment during the 2009-10 school year.

## Credit Per Student for Other Revenue

The final step in determining the cost of educational facilities per student is to reduce the cost by subtracting any credits for other revenues from new development that the School Board will use to pay for part of the cost of new educational facilities.

Impact fees must be reduced by a "credit" for future taxes and revenues (other than impact fees) that will be paid by new development to pay for the educational facilities needed by growth. The revenue credit calculation ensures that new development does not pay twice for the same benefit (i.e., does not pay impact fees for educational facilities, and also pay taxes or other fees for the same facilities).

The only revenue sources that are required to be credited are those that are available and applied, as a matter of school district policy, to educational facility improvements for new development. Credits are not given for revenues that are used for repair, maintenance or operating costs because impact fees are not used for such expenses.

The credit per student for other sources of revenue is calculated in Table 9 by determining the dollar amount of future bond debt service payments that Lake County Public Schools will use for growth-related educational facility projects. The credit includes all principal and interest on every debt issue with payments due from 2011 through the final payment of each issue[8].

Table 9 lists the future payments of debt service, both principal and interest and the forecast of student enrollment (from Table 4). The total debt per student is calculated by dividing each years' payment by the student enrollment for that year. Each year's debt per student is discounted to present value because the credit is given "up front" at the time the impact fee is paid, but the School District will not receive the debt service payments from new development until future years.

In the final calculation in Table 9 the discounted debt per student is allocated to elementary, middle and high school student costs using the same percentages as were used in Table 4 to calculate the interest cost per student.

[8] The specific debt issues are SBE COBI 2001A, 2002A, 2002B, 2003A, 2005A1, 2005A2, 2005B, 2006A, 2008A, 2009A, and 2009A Refunding; Sales Tax 2003 and 2004; COP 2002A, 2003A, 2004A, 2005A, 2005B, 2006A and 2006B.

### *Table 9: Revenue Credit Per Student*

| Due Date | Total Debt Payments | Total Enrollment | Total Debt Per Student |
|---|---|---|---|
| 2011 | $ 31,739,892.53 | 39,115 | $ 811.45 |
| 2012 | 32,304,738.77 | 39,405 | 819.81 |
| 2013 | 32,826,406.27 | 39,684 | 827.19 |
| 2014 | 33,369,114.40 | 40,303 | 827.96 |
| 2015 | 33,787,553.78 | 40,992 | 824.25 |
| 2016 | 34,417,126.28 | 40,711 | 845.40 |
| 2017 | 34,846,815.03 | 41,767 | 834.31 |
| 2018 | 35,509;395.65 | 43,267 | 820.70 |
| 2019 | 20,397,256.27 | 44,076 | 462.77 |
| 2020 | 20,364,737.51 | 45,158 | 450.97 |
| 2021 | 20,356,531.26 | 45,811 | 444.35 |
| 2022 | 20,116,375.01 | 46,474 | 432.85 |
| 2023 | 20,055,050.01 | 47,147 | 425.37 |
| 2024 | 20,127,681.25 | 47,829 | 420.83 |
| 2025 | 20,131,868.75 | 48,521 | 414.91 |
| 2026 | 19,966,075.00 | 49,223 | 405.62 |
| 2027 | 19,875,962.50 | 49,935 | 398.03 |
| 2028 | 19,882,062.50 | 50,658 | 392.48 |
| 2029 | 19,579,600.00 | 51,391 | 380.99 |
| 2030 | 19,504,000.00 | 52,135 | 374.11 |
| 2031 | 19,136,750.00 | 52,889 | 361.83 |
| Total | | | 11,976.13 |
| Discount Rate | | | 5.00% |
| Net Present Value of Debt Payments per Student | | | 7,995.13 |
| | Elementary Portion | 25.07% | $ 2,004.57 |
| | Middle School Portion | 34.66% | 2,770.92 |
| | High School Portion | 40.27% | 3,219.64 |

Source: Debt Interest: A23A24 Lake Debt Analysis 110521.xlsx; Enrollment 2011-2020; Enrollment Forecast and school level portion of combined construction cost: From Table 4.

## Total Educational Facility Cost per Student

Table 10 repeats the "bottom line" from Tables 3 through 8, and adds those costs to calculate the total capital cost per student for all educational facilities components: school buildings, borrowing , land, off-site costs, ancillary facilities, and school busses. The revenue credit per student from Table 9 is subtracted from the total cost to calculate the net cost per student of educational facilities at the end of Table 10. These costs will be used as the beginning point for calculating the cost per dwelling unit in the next chapter.

***Table 10: Total and Net Educational Facility Costs per Student***

| Cost Items | Elementary School | Middle School | High School |
|---|---|---|---|
| School Buildings | $ 20,991.09 | $ 29,015.98 | $ 33,714.74 |
| Borrowing | 753.04 | 1,040.93 | 1,209.50 |
| Land | 1,007.05 | 942.82 | 807.68 |
| Off-Site | 167.29 | 87.61 | 179.86 |
| Ancillary Facilities | 914.55 | 914.55 | 914.55 |
| School Busses | 245.33 | 429.54 | 363.84 |
| Total Cost per Student | 24,078.34 | 32,431.41 | 37,190.17 |
| | | | |
| Revenue Credit per Student | 2,004.57 | 2,770.92 | 3,219.64 |
| Net Cost per Student | 22,073.77 | 29,660.49 | 33,970.54 |

Source: Tables 3 – 9.

# 4. IMPACT FEE PER DWELLING UNIT FOR EDUCATIONAL FACILITIES

The final step in determining the impact fee for educational facilities is to convert the net cost per student to a cost per dwelling unit. The net cost per student is multiplied by the average number of public school students per dwelling unit, to calculate the public school student cost per dwelling unit. The calculation is performed separately for each level of school and each type of dwelling unit. There are three levels of school: elementary, middle and high school. Each level includes its pro rata share of ancillary facilities and school busses. There are three types of dwelling units: single-family, multi-family or mobile home. The cost per dwelling unit is calculated using Formula 2

| | | | | | |
|---|---|---|---|---|---|
| 2. | Net Cost per Student $_L$[9] | x | Students per Dwelling Unit$_T$[10] | = | Impact Fee per Dwelling Unit$_T$ |

There is one new variable used in formula 2: (C) student per dwelling unit.

## Variable (C) Students per Dwelling Unit

The number of public school students per dwelling unit is the factor used to convert the cost of schools per student into cost of schools per dwelling unit.

Different types of dwelling units typically have different numbers of students that live in them. Generally, single-family dwelling units have more students than multi-family dwelling units (i.e., apartments or condominiums) and mobile homes because they house larger families with more students. The data measuring students per dwelling unit will be determined for three types of housing: single-family, multi-family, and mobile home.

Furthermore, each type of dwelling unit has a different number of students at each school level (i.e., elementary, middle, and high school). Generally, there are more elementary students than middle or high school students per dwelling unit because elementary schools educate children for more years than middle or high schools.

Table 11 documents the average number of students from each type of dwelling unit (single-family, multi-family or mobile home) that attend Lake County Public Schools' elementary, middle, and high schools and converts this number to

9 "L" = level of educational facility: elementary, middle, or high school

10 "T" = type of dwelling unit: single-family, multi-family, or mobile home

the average number of students for each type of dwelling unit. Section A of Table 11 shows the current number of dwelling units in Lake County by type of unit (single-family, multi-family, and mobile home) and the number of Lake County elementary, middle and high school students that occupy each type of dwelling unit.

The total single-family, multi-family and mobile home dwelling units are adjusted to exclude the units that are restricted to persons 55 years old or older through deed restrictions on file with the County. These dwelling units will not generate students and therefore will not require school capacity.

Lake County schools matched the street address for each elementary, middle and high school student to the property use codes for the addresses in the Lake County Property Appraiser's database. The results are shown in Section A of Table 11. The use of recent and local enrollment data replaces the census-based data used in the previous impact fee study of 2006.

In Section B, the dwelling unit and enrollment data from Section A is used to calculate the Lake County Public Schools students per dwelling unit. Specifically, the enrollments in each school level were divided by the number of dwelling units that those enrollments occupy. For example, Section A shows that 76,412 single-family houses that were not deed restricted in 2010 housed 13,132 elementary school students. Dividing the number of elementary students by the number of houses calculates the average of 0.172 elementary school students per single-family home, as shown in Section B. The process is repeated for middle school and high school students in single-family homes, and for all school levels in multi-family and mobile homes.

***Table 11: Public School Students Per Dwelling Unit***

| Unit Type | Total Dwelling Units | Elementary School Students | Middle School Students | High School Students | Total School Students |
|---|---|---|---|---|---|
| A. Dwelling Units and LCSD Student Population | | | | | |
| Single-Family | 76,412 | 13,132 | 6,518 | 8,936 | 28,586 |
| Multi Family | 16,993 | 2,261 | 870 | 872 | 4,003 |
| Mobile Home | 30.915 | 2,004 | 892 | 979 | 3,875 |
| B. LCSD Students per Dwelling Unit | | | | | |
| Single-Family | | 0.172 | 0.085 | 0.117 | 0.374 |
| Multi Family | | 0.133 | 0.051 | 0.051 | 0.235 |
| Mobile Home | | 0.065 | 0.029 | 0.032 | 0.126 |

Source: LCSD Step_by_Step_Process_Utilized_for_Student_Generation_Rate_Analysis_--_with_Pre-K_Students.pdf

## Impact Fee per Dwelling Unit

The impact fee for each type of dwelling unit is calculated by multiplying the cost per student by the number of students in each type of dwelling unit for the same school level.

The net cost per student for each level of educational facility (from Table 10) is multiplied by the number of public school students per dwelling unit (from Table 11). For example, multiplying the $22,073.77 net cost per elementary school student (from Table 10) by the 0.172 public elementary school students per single-family dwelling unit (from Table 11) produces an elementary school impact fee of $3,796.69 per single-family dwelling unit in Table 12, below[11]. The same formula is applied to each combination of elementary, middle and high schools and single-family, multi family and mobile homes. The resulting impact fees per dwelling unit are listed in the rest of Table 12.

***Table 12: Public School Impact Fee per Dwelling Unit***

| Housing Type | Elementary School | Middle School | High School | Total |
|---|---|---|---|---|
| Single-family | $ 3,796.69 | $ 2,521.14 | $ 3,974.55 | $ 10,292.38 |
| Multi-family | 2,935.81 | 1,512.69 | 1,732.50 | 6,180.99 |
| Mobile Homes | 1,434.80 | 860.15 | 1,087.06 | 3,382.01 |

Source: Tables 10 and 11.

[11] As noted in the Introduction to this study, the data was prepared using computer spreadsheet software. In some tables in this study, there will be very small variations from the results that would be obtained using a calculator to compute the same data.

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

INSTRUMENT #2014015205
OR BK 4438 PG 2029 - 2031 (3 PGS)
DATE: 2/10/2014 10:49:11 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $27.00

RETURN

# ORDINANCE NO. 2014-01

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 13 OF THE TOWN OF LADY LAKE CODE OF ORDINANCES ENTITLED SPECIAL ASSESSMENTS, IMPACT FEES, SUPPLEMENTAL FEES, SECTION 13-21 ENTITLED LEVY AND PURPOSE, FOR THE PURPOSES OF REDUCING THE SUPPLEMENTAL EDUCATION ASSISTANCE FEE RATES TO 25% OF THE ORIGINAL RATE SET BY ORDINANCE NO. 2006-61; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 13 of the Lady Lake Code imposes special assessments, impact fees and supplemental fees for Education, Libraries, Parks, Water, Wastewater and Reclaimed Water; and

**WHEREAS**, the Town Commission wishes to stimulate the local economy by encouraging economic development and promoting job creation through the reduction of supplemental educational assistance fees; and

**WHEREAS**, supplemental educational assistance fees are applicable to all new residential construction within the Town limits, and can be a substantial component of a developer's total development costs; and

**WHEREAS**, the Board of County Commissioners of Lake County, Florida, on October 10, 2013, enacted Ordinance No. 2013-55, re-imposing the collection of School Impact Fees at a reduced rate-effective January 13, 2014, and

**WHEREAS**, in order to stimulate the local economy, it has been determined that the reduction of the collection of supplemental educational assistance fees is necessary; and

**WHEREAS**, the Town Commission now finds it is in the best interest of the citizens of the Town of Lady Lake to make these changes to the Town Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Amendments.** Section 13-21 and Section 13-24, Code of Ordinances of the Town of Lady Lake, is hereby amended to read as follows:

**Sec. 13-21. – Levy and purpose.**

(a) The reduction of supplemental educational assistance fees shall be for a period beginning January 20, 2014 and extending until January 21, 2015. The reduction shall not apply to pre-payments, deferral agreements unless the agreement specifically allows, or the use of impact fee credits.

(b) For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, supplemental educational assistance fees are hereby reduced to 25% of the original rate as set by Ordinance No. 2006-61, beginning January 20, 2014, on new residential construction within the town limits in accordance with the schedule of fees and other provisions of this article.

**Sec. 13-24. Rates.**

(a) All residential construction occurring within the Town shall pay the following Supplemental Education Assistance Fee:

(1) Seven hundred and fifty dollars ($750.00) per dwelling unit

(2) Four hundred and fifty dollars ($450.00) per multi-family dwellings

(b) The payment of the Supplemental Education Assistance Fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit or final development order.

(c) The obligation for payment of the Supplemental Education Assistance Fee shall run with the land.

**Section 3. Severability.** The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion in the Town of Lady Lake Code.** It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions.

**Section 5. Filing.** The clerk shall be and is hereby directed forthwith to file this Ordinance in accordance with Florida law.

**PASSED AND ORDAINED** in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 3rd day of **February**, **2014**.

**TOWN OF LADY LAKE, FLORIDA**

Ruth Kussard

Ruth Kussard, Mayor

ATTEST:

Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

ORDINANCE NO. 2013-04

OR BK 4322 PG 396 - 397 (2 PGS)
DATE: 5/14/2013 9:29:48 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $18.50

RETURN

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 13 OF THE TOWN OF LADY LAKE CODE OF ORDINANCES ENTITLED SPECIAL ASSESSMENTS, IMPACT FEES, SUPPLEMENTAL FEES, SECTION 13-21 ENTITLED LEVY AND PURPOSE, FOR THE PURPOSES OF SUSPENDING THE COLLECTION OF SUPPLEMENTAL EDUCATIONAL ASSISTANCE FEES RETROACTIVELY FROM APRIL 1, 2013 UNTIL JANUARY 1, 2014; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING; PROVIDING AN EFFECTIVE DATE OF NINETY DAYS AFTER ADOPTION.**

**WHEREAS**, Chapter 13 of the Lady Lake Code imposes special assessments, impact fees and supplemental fees for Education, Libraries, Parks, Water, Wastewater and Reclaimed Water; and

**WHEREAS**, the Town Commission wishes to stimulate the local economy by encouraging economic development and promoting job creation through the suspension of supplemental educational assistance fees; and

**WHEREAS**, supplemental educational assistance fees are applicable to all new residential construction within the Town limits, and can be a substantial component of a developer's total development costs; and

**WHEREAS**, the Board of County Commissioners of Lake County, Florida, on March 12, 2013 enacted Ordinance No. 2013-14, suspending the collection of educational impact fees from April 1, 2013 until January 1, 2014; and

**WHEREAS**, in order to stimulate the local economy, it has been determined that the suspension of the collection of supplemental educational assistance fees is necessary; and

**WHEREAS**, the Town Commission now finds it is in the best interest of the citizens of the Town of Lady Lake to make these changes to the Town Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Amendment. Section 13-21, Code of Ordinances of the Town of Lady Lake, is hereby amended to read as follows:

Sec. 13-21. – Levy and purpose.

(a) The imposition of supplemental educational assistance fees shall be suspended for a period beginning retroactively on April 1, 2013 and extending until January 1, 2014. The suspension shall not apply to pre-payments, deferral

agreements unless the agreement specifically allows, or the use of impact fee credits. Refunds of the supplemental educational assistance fees shall be issued to the current owner of record for fees paid on a permit issued on or after April 1, 2013.

(b) For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, supplemental educational assistance fees are hereby levied beginning January 1, 2014 on new residential construction within the town limits in accordance with the schedule of fees and other provisions of this article.

**Section 3. Severability.** The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion in the Town of Lady Lake Code.** It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions.

**Section 5. Filing.** The clerk shall be and is hereby directed forthwith to file this Ordinance in accordance with Florida law.

**PASSED AND ORDAINED** in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this **6th** day of **May, 2013.**

**TOWN OF LADY LAKE, FLORIDA**

James Richards, Mayor

ATTEST:

Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

INSTRUMENT #2012065396
OR BK 4178 PG 1031 - 1032 (2 PGS)
DATE: 6/25/2012 11:26:01 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $18.50

# ORDINANCE NO. 2012-13

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 13 OF THE TOWN OF LADY LAKE CODE OF ORDINANCES ENTITLED SPECIAL ASSESSMENTS, IMPACT FEES, SUPPLEMENTAL FEES, SECTION 13-21 ENTITLED LEVY AND PURPOSE, FOR THE PURPOSES OF SUSPENDING THE COLLECTION OF SUPPLEMENTAL EDUCATIONAL ASSISTANCE FEES RETROACTIVELY FROM APRIL 1, 2012 THROUGH APRIL 1, 2013; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING; PROVIDING AN EFFECTIVE DATE OF NINETY DAYS AFTER ADOPTION.**

**WHEREAS,** Chapter 13 of the Lady Lake Code imposes special assessments, impact fees and supplemental fees for Education, Libraries, Parks, Water, Wastewater and Reclaimed Water; and

**WHEREAS,** the Town Commission wishes to stimulate the local economy by encouraging economic development and promoting job creation through the suspension of supplemental educational assistance fees; and

**WHEREAS,** supplemental educational assistance fees are applicable to all new residential construction within the Town limits, and can be a substantial component of a developer's total development costs; and

**WHEREAS,** the Board of County Commissioners of Lake County, Florida, on March 13, 2012 enacted Ordinance No. 2012-15, suspending the collection of educational impact fees from April 1, 2012 through April 1, 2013; and

**WHEREAS,** in order to stimulate the local economy, it has been determined that the suspension of the collection of supplemental educational assistance fees is necessary; and

**WHEREAS,** the Town Commission now finds it is in the best interest of the citizens of the Town of Lady Lake to make these changes to the Town Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Amendment.** Section 13-21, Code of Ordinances of the Town of Lady Lake, is hereby amended to read as follows:

Sec. 13-21. – Levy and purpose.

(a) The imposition of supplemental educational assistance fees shall be suspended for a period beginning retroactively on April 1, 2012 and

RETURN TO
TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

extending through April 1, 2013. The suspension shall not apply to pre-payments, deferral agreements unless the agreement specifically allows, or the use of impact fee credits. Refunds of the supplemental educational assistance fees shall be issued to the current owner of record for fees paid on a permit issued on or after April 1, 2012.

(b) For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, supplemental educational assistance fees are hereby levied beginning April 2, 2013 on new residential construction within the town limits in accordance with the schedule of fees and other provisions of this article.

**Section 3. Severability.** The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion in the Town of Lady Lake Code.** It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions.

**Section 5. Filing.** The clerk shall be and is hereby directed forthwith to file this Ordinance in accordance with Florida law.

**PASSED AND ORDAINED** in regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 18th day of June, 2012.

**TOWN OF LADY LAKE, FLORIDA**

James Richards, Mayor

ATTEST:

Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

TOWN OF LADY LAKE
INCORPORATED
1925
FLORIDA

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE, FL 32159

CFN 2006114001
Bk 03221 Pgs 1123 - 1128; (6pgs)
DATE: 07/27/2006 10:13:19 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50

# ORDINANCE NO. 2006-61

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, PROVIDING FOR SUPPLEMENTAL EDUCATION ASSISTANCE FEE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH INCLUDING REPEAL OF ORDINANCE 2005-41 AND ORDINANCE 2005-49; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lady Lake continues to develop, expand by annexation, and experience increased development of property currently within the municipal boundaries; and

**WHEREAS**, the Lake County School Board has undertaken a reasonable analysis for the determination of the impact of new development on the need for and costs of additional educational facilities and capital improvements in Lake County; and

**WHEREAS**, the Town of Lady Lake has adopted a comprehensive plan which requires the Town to plan for the financial requirements of growth and intensified uses; and

**WHEREAS**, the imposition of education assistance fees is seen as a proper means of requiring growth to help defray the capital expenditures necessary by such growth; and

**WHEREAS**, the Lake County School Board has attempted to prohibit municipalities from collecting Supplemental Education Assistance Fees and allocating such fees to Charter Schools and thus, specific authorization for use of Supplemental Education Assistance Fees to Charter Schools, or such other legally permissible causes is necessary to assist in avoiding costly litigation by the Lake County School Board; and

**WHEREAS**, the Town expressly desires to have the flexibility to allocate its Supplemental Education Assistance Fees to Charter Schools or such other legally permissible causes should the Town Commission determine that it is in Lady Lake's best interests and promotes the good welfare of the Town; and

**WHEREAS**, it was and remains the express intent of the Town of Lady Lake to allocate all funds held in the Supplemental Education Assistance Fee Trust Account to whatever legally permitted uses the Town Commission desires; and

**WHEREAS**, the School Facilities Steering Committee as of January 24, 2006 recommended by unanimous vote to reduce the Supplemental School Impact Fees for multi-family dwelling units only from $3,000.00 to sixty percent (60%) of the $3,000 existing fee for an amount of $1,800.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

## Section 1. Findings

1. The Board of County Commissioners of Lake County has adopted an educational system impact fee which requires future residential construction to contribute its fair share of the cost of capital improvements and additions to the educational system which are necessary to accommodate such growth.

2. The Lake County School Board has determined that the Lake County educational system impact fee, ad valorem tax revenue and other revenues will not be sufficient to provide the

capital improvements and additions to the educational system which are necessary to accommodate such growth.

3. The implementation of a Supplemental Education Assistance Fee to require future growth to contribute its fair share of the cost of growth necessitated capital improvements to the educational system promotes the general welfare of the citizens of the Town of Lady Lake. The provision of educational facilities which are adequate for the needs of growth is in the general welfare of all city residents and constitutes a public purpose.

4. The implementation of a Supplemental Educational Assistance Fee to require future growth to contribute its fair share of the cost of required capital improvements and additions is an integral and vital element of the regulatory plan of growth management in the Town.

5. The required improvements and additions to the educational system needed to eliminate any existing deficiencies shall be financed by revenue sources of the school board other than educational system impact fees.

6. The imposition of fees has been identified as one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. Allocation of a proportionate share of costs for new development promotes and protects the public health, safety and welfare of the citizens of the Town of Lady Lake.

7. The report entitled "Impact Fees for Educational Facilities in Lake County, Florida: prepared by Henderson, Young & Company" sets forth a reasonable methodology and analysis for the determination of the impact of new residential development on the need for and costs for additional educational facilities and capital improvements in Lake County.

**Section 2. Town of Lady Lake Supplemental Education Assistant Fee Levy and Purpose**

For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, Supplemental Educational Assistance Fees are hereby levied on new residential construction within the town limits in accordance with the Schedule of Fees and other provisions of this Article.

**Section 3. Applicability**

This Article shall apply to all new residential construction within the town limits except the following:

(A) Remodeling, rebuilding or making additions to a residential structure that does not create an additional dwelling unit;

(B) Construction of any public-purpose structure by the Town of Lady Lake or any agency, subdivision or instrumentality thereof; and construction of any other public-purpose structure by Federal, State, or local government with legislative exemption from such fee;

(C) Construction of accessory buildings not containing bedrooms;

(D) The replacement of a destroyed or partially destroyed dwelling unit on the same site with a new dwelling unit of the same size and use;

(E) The installation of a replacement mobile home on the same site when a fee for such mobile home site has previously been paid;

(F) Non-residential buildings or structures or the installation of a non-residential mobile home;

(G) The replacement of a conventionally built home with a conventionally built home when a conventionally built home legally existed on such site and has been moved to another site;

(H) Any Residential Construction that qualifies as Housing for Older Persons and meets the following requirements shall be exempt from payment of the Supplemental Education Assistance Fee imposed pursuant to Section 6;

1. Any Person seeking an exemption from the Supplemental Education Assistance Fee as Housing for Older Persons shall file with the Town an application for exemption prior to receiving a building permit, or if no building permit is required, prior to receiving a development permit for the proposed residential construction. The application for exemption shall contain the following:

   (i) The name and address of the owner or authorized agent;

   (ii) The legal description of the residential construction;

   (iii) Evidence that the residential construction is within a community or subdivision that is operated as a Housing for Older Persons in compliance with the terms and provisions of the Federal Fair Housing Act Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 D.S.C. 99 3601-19 or its statutory successor in function; and

   (iv) A copy of the recorded declaration of covenants and restrictions that run with the land, cannot be revoked or amended for a period of at least 30 years from recording, and that prohibit any person under the age of 18 years of age from residing within any dwelling unit on the property as a permanent resident.

2. If the residential construction meets the requirements for the Housing for Older Persons exemption, the Town Attorney shall issue an exemption. The exemption shall be presented in lieu of payment of the Supplemental Education Assistance Fee.

   (i) The amount of the Supplemental Education Assistance Fee shall not be increased to replace any revenue lost due to the Housing for Older Persons Exemption.

   (ii) In the event the recorded declaration of covenants and restrictions is breached or otherwise modified following recording such that persons under the age of 18 are allowed to reside as permanent residents in any residential dwelling unit receiving a Housing for Older Persons exemption, the Supplemental Education Assistance Fee in effect at the time of the change in circumstances shall be due for all Dwelling Units within the community.

## Section 4. Review of Fee Amounts

The Supplemental Education Assistance Fee shall be determined and reviewed every year in accordance with the cost of any expanded or new capital facilities and equipment for education facilities and capital improvement generated by new residential construction and the money otherwise available to meet such costs. The Town Commission may annually adjust the established fee rate to reflect changes in the costs of relevant capital facilities, capital improvement, and equipment. All changes or adjustments in the established fee rate shall be made by Ordinance or Resolution after

advertising and public hearings and shall apply only to residential construction for which building permits are issued after the effective date of such ordinance.

**Section 5. Rates**

All residential construction occurring within the Town shall pay the following Supplemental Education Assistance Fee:

$3,000 per dwelling unit

$1,800 per multi-family dwellings

The payment of the Supplemental Education Assistance Fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit or final development order.

The obligation for payment of the Supplemental Education Assistance Fee shall run with the land.

**Section 6. Use of Supplemental Education Assistance Fees**

(A) Any Supplemental Education Assistance Fee collected by the Town shall be held by them in a trust account separate and distinct from all other revenues. The Supplemental Education Assistance Fee funds shall be held by the Town until a request for funds is received from the Lake County School Board. Any transfer of funds to the school board shall be subject to Town Commission approval All transferred funds shall be held by the school board in the Supplemental Education Assistance Fee Trust Account. Five (5%) percent of the funds collected shall be retained by the Town as an administrative fee for collecting and transmitting the funds.

(B) Supplemental Education Assistance Fees shall, upon receipt by the school board, be deposited in a separate trust account established and maintained by the school board. Such account shall be designated as the "Supplemental Education Assistance Fee Trust Account" and shall be maintained separate and apart from all other accounts of the school board.

(C) The school board shall maintain adequate records to justify all expenditures from the Supplemental Education Assistance Fee Trust Account. Upon reasonable notice, the Town shall have access to such books, records and documents relating to the Supplemental Education Assistance Fee Trust Account for the purpose of inspection or audit. The Town has the right, but not the duty, to audit the school board's Supplemental Education Assistance Fee Trust Account at the Town's sole cost and expense.

(D) The monies deposited into the Supplemental Education Assistance Fee Trust Account shall be used solely in the Town of Lady Lake's utility service area boundary for the purpose of providing growth-necessitated capital improvements to educational plants and ancillary plants of the educational system including, but not limited to:

1. Land acquisition, including any cost of acquisition;

2. Fees for professional services, including but not limited to architecture, engineering, surveying, feasibility determinations, landscaping, soils and material testing, legal appraisals, and construction management;

3. Design and construction documents;

4. Site development, site –related improvements and improvements incidental to the construction thereto; on-site and off-site.

5. Any permitting or application fees necessary for the construction;

6. Design and construction of educational plants and ancillary plants;

7. Design and construction of drainage facilities required by the construction of educational plants and ancillary plants or improvements thereto;

8. Relocating utilities required by the construction of educational plants and ancillary plants or improvements or additions thereto;

9. Acquisition of furniture and equipment necessary to accommodate students, faculty, administrators, staff and the activities of the educational programs and services at educational plants which are necessitated by growth;

10. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the school board to fund growth-necessitated improvements and additions to the educational system.

**Section 7. Permissible Allocation of Funds**

All funds held in the Supplemental Education Assistance Fee Trust Account may be allocated to fund Charter Schools or allocated to other such legally permissible causes as the Town Commission directs. The Town of Lady Lake is not required to remit any fees to the Lake County School Board, but may should it decide to do so.

**Section 8. Time of Payment; Remedies for Nonpayment**

The Supplemental Education Assistance Fee shall be due and payable at the time of issuance by the Town Growth Management Department of a building permit or mobile home tie down permit and shall not be refundable once such permit has been issued. No building permit or mobile home tie down permit shall be issued until all applicable fees have been received by the Town of Lady Lake.

**Section 9. Repeal of Prior Ordinances**

Ordinance 2005-41 and Ordinance 2005-49 are hereby repealed in their entirety. Any ordinance which conflicts with this ordinance is inferior and this ordinance shall control and supercede over any conflicting prior ordinance.

**Section 10. Severability**

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand nothwithstanding the invalidity of any part.

**Section 11. Inclusion in the Town of Lady Lake Code**

It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions

**Section 12. Effective Date**

This ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida as provided by law.

PASSED AND ORDAINED in regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 20th day of July, 2006.

HONORABLE MAX PULLEN, MAYOR
Town of Lady Lake, Florida

ATTEST:

Kristen Straka
Town Clerk

Derek Schroth
Interim Town Attorney

Passed First Reading _____

Passed Second Reading 7/20/06

Town of Lady Lake

CFN 2005172417
Bk 02994 Pgs 0834 - 835; (2pgs)
DATE: 11/02/2005 11:15:03 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

# ORDINANCE NO. 2005-49

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, TO EXPRESSLY PROVIDE FOR THE ABILITY TO ALLOCATE SUPPLEMENTAL EDUCATION ASSISTANCE FEES TO CHARTER SCHOOLS OR SUCH OTHER LEGALLY PERMISSIBLE CAUSES, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lady Lake has adopted an Ordinance providing for Supplemental Education Assistance Fees and the retention of such fees by the Town in a separate and distinct trust account for use as determined by the Town Commission; and

**WHEREAS**, the Lake County School Board has attempted to prohibit municipalities from collecting Supplemental Education Assistance Fees and allocating such fees to Charter Schools and thus, specific authorization for use of Supplemental Education Assistance Fees to Charter Schools or such other legally permissible causes is necessary to assist in avoiding costly litigation by the Lake County School Board; and

**WHEREAS**, the Town expressly desires to have the flexibility to allocate its Supplemental Education Assistance Fees to Charter Schools or such other legally permissible causes should the Town Commission determine that it is in Lady Lake's best interests and promotes the good welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

## Section 1. Permissible Allocation of Funds

All funds held in the Supplemental Education Assistance Fee Trust Account may be allocated to fund Charter Schools or allocated to other such legally permissible causes as the Town Commission directs. The Town of Lady Lake is not required to remit any fees to the Lake County School Board, but may should it decide to do so.

## Section 2. Conflicting Provisions Repealed

Should a Court of competent jurisdiction determine that this Ordinance conflicts with any provision of Ordinance 2005-41 which established Supplemental Education Assistance Fees, this Ordinance shall control and supersede the conflicting provision of Ordinance 2005-41, if any. It was and remains the express intent of the Town of Lady Lake to allocate all funds held in the Supplemental Education Assistance Fee Trust Account to whatever legally permitted uses the Town Commission desires.

## Section 3. Severability

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand nothwithstanding the invalidity of any part.

## Section 4. Inclusion in the Town of Lady Lake Code

It is the intention of the Town Commission of the Town of Lady Lake that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions.

## Section 5. Effective Date

This ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida as provided by law.

PASSED AND ORDAINED in regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 20th day of October, 2005.

Ty Miller, Mayor Pro-Tem
Town of Lady Lake, Florida

ATTEST:

Sue Gay
Town Clerk

Derek Schroth
Town Attorney

Passed First Reading 10-6-05

Passed Second Reading 10-20-05

CFN 2005136505
OR 02935 Pgs 0717 - 722; (6pgs)
DATE: 08/31/2005 02:11:55 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE, FL 32159

**ORDINANCE NO. 2005-41**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, TO PROVIDE FOR SUPPLEMENTAL EDUCATION ASSISTANCE FEES, FINDING A NEED FOR SUPPLEMENTAL EDUCATION ASSISTANCE FEES; PROVIDING FOR THE SETTING OF SUPPLEMENTAL EDUCATION ASSISTANCE FEE RATES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lady Lake continues to develop and expand by annexation and by increased development of property currently within the municipal boundaries; and

**WHEREAS**, the Lake County School Board has undertaken a reasonable analysis for the determination of the impact of new development on the need for and costs of additional educational facilities and capital improvements in Lake County; and

**WHEREAS**, the Town of Lady Lake has adopted a comprehensive plan which requires the Town to plan for the financial requirements of growth and intensified uses:

**WHEREAS**, the imposition of education assistance fees is seen as a proper means of requiring growth to help defray the capital expenditures necessary by such growth.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE THAT:**

**Section 1. Findings**

1. The Board of County Commissioners of Lake County has adopted an educational system impact fee which requires future residential construction to contribute its fair share of the cost of capital improvements and additions to the educational system which are necessary to accommodate such growth.

2. The Lake County School Board has determined that the Lake County educational system impact fee, ad valorem tax revenue and other revenues will not be sufficient to provide the capital improvements and additions to the educational system which are necessary to accommodate such growth.

3. The implementation of a Supplemental Education Assistance Fee to require future growth to contribute its fair share of the cost of growth necessitated capital improvements to the educational system promotes the general welfare of the citizens of the Town of Lady Lake. The provision of educational facilities, which are adequate for the needs of growth, is in the general welfare of all Town residents and constitutes a public purpose.

4. The implementation of a Supplemental Educational Assistance Fee to require future growth to contribute its fair share of the cost of required capital

improvements and additions is an integral and vital element of the regulatory plan of growth management in the Town.

5. The required improvements and additions to the educational system needed to eliminate any existing deficiencies shall be financed by revenue sources of the school board other than educational system impact fees.

6. The imposition of fees has been identified as one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. Allocation of a proportionate share of costs for new development promotes and protects the public health, safety and welfare of the citizens of the Town of Lady Lake.

7. The report entitled "Impact Fees for Educational Facilities in Lake County, Florida: prepared by Henderson, Young & Company" sets forth a reasonable methodology and analysis for the determination of the impact of new residential development on the need for and costs for additional educational facilities and capital improvements in Lake County.

## Section 2. The Town of Lady Lake Supplemental Education Assistance Fee

### 1. Levy and Purpose

For the purpose of helping to defray the costs of new or expanded educational facilities and equipment attributable to new residential construction within the town limits, Supplemental Educational Assistance Fees are hereby levied on new residential construction within the town limits in accordance with the Schedule of Fees and other provisions of this Article.

### 2: Applicability

This Article shall apply to all new residential construction within the town limits except the following:

(A) Remodeling, rebuilding or making additions to a residential structure that does not create an additional dwelling unit;

(B) Construction of any public-purpose structure by the Town of Lady Lake or any agency, subdivision or instrumentality thereof; and construction of any other public-purpose structure by Federal, State, or local government with legislative exemption from such fee;

(C) Construction of accessory buildings not containing bedrooms;

(D) The replacement of a destroyed or partially destroyed dwelling unit on the same site with a new dwelling unit of the same size and use;

(E) The installation of a replacement mobile home on the same site when a fee for such mobile home site has previously been paid;

(F) Non-residential buildings or structures or the installation of a non-residential mobile home;

(G) The replacement of a conventionally built home with a conventionally built home when a conventionally built home legally existed on such site and has been moved to another site;

(H) Any Residential Construction that qualifies as Housing for Older Persons and meets the following requirements shall be exempt from payment of the Supplemental Education Assistance Fee imposed:

1. Any Person seeking an exemption from the Supplemental Education Assistance Fee as Housing for Older Persons shall file with the Town an application for exemption prior to receiving a building permit, or if no building permit is required, prior to receiving a development permit for the proposed residential construction. The application for exemption shall contain the following:

   (i) The name and address of the owner or authorized agent;

   (ii) The legal description of the residential construction;

   (iii) Evidence that the residential construction is within a community or subdivision that is operated as a Housing for Older Persons in compliance with the terms and provisions of the Federal Fair Housing Act Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 D.S.C. 99 3601-19 or its statutory successor in function; and

   (iv) A copy of the recorded declaration of covenants and restrictions that run with the land, cannot be revoked or amended for a period of at least 30 years from recording, and that prohibit any person under the age of 18 years of age from residing within any dwelling unit on the property as a permanent resident.

2. If the residential construction meets the requirements for the Housing for Older Persons exemption, the Town Attorney shall issue an exemption. The exemption shall be presented in lieu of payment of the Supplemental Education Assistance Fee.

   (i) The amount of the Supplemental Education Assistance Fee shall not be increased to replace any revenue lost due to the Housing for Older Persons Exemption.

   (ii) In the event the recorded declaration of covenants and restrictions is breached or otherwise modified following recording such that persons under the age of 18 are allowed to reside as permanent residents in any residential dwelling unit receiving a Housing for Older Persons exemption, the Supplemental Education Assistance Fee in effect at the time of the change in circumstances shall be due for all Dwelling Units within the community.

## 3: Review of Fee Amounts

The Supplemental Education Assistance Fee shall be determined and reviewed every year in accordance with the cost of any expanded or new capital facilities and equipment for education facilities and capital improvement generated by new residential construction and the money otherwise available to meet such costs. The Town Commission may annually adjust the established fee rate to reflect changes in the costs of relevant capital facilities and equipment. All changes or adjustments in the established fee rate shall be made by Ordinance or Resolution after advertising and public hearings and shall apply only to residential construction for which building permits are issued after the effective date of such ordinance.

## 4: Rates

All residential construction occurring within the Town shall pay the following Supplemental Education Assistance Fee:

$3,000 per dwelling unit

The payment of the Supplemental Education Assistance Fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit or final development order.

The obligation for payment of the Supplemental Education Assistance Fee shall run with the land.

## 5: Use of Supplemental Education Assistance Fees

(A) Any Supplemental Education Assistance Fee collected by the Town shall be held by them in a trust account separate and distinct from all other revenues. The Supplemental Education Assistance Fee funds shall be held by the Town until a request for funds is received from the Lake County School Board and approved by the Town Commission. Any transfer of funds to the school board shall be subject to Town Commission approval. All transferred funds shall be held by the school board in the Supplemental Education Assistance Fee Trust Account. Five (5%) percent of the funds collected shall be retained by the Town as an administrative fee for collecting and transmitting the funds.

(B) Supplemental Education Assistance Fees shall, upon receipt by the school board, be deposited in a separate trust account established and maintained by the school board. Such account shall be designated as the "Supplemental Education Assistance Fee Trust Account" and shall be maintained separate and apart from all other accounts of the school board.

(C) The school board shall maintain adequate records to justify all expenditures from the Supplemental Education Assistance Fee Trust Account. Upon reasonable notice, the Town shall have access to such books, records and documents relating to the Supplemental Education Assistance Fee Trust Account for the purpose of inspection or audit. The Town has the right, but not the duty, to audit the school board's Supplemental Education Assistance Fee Trust Account at the Town's sole cost and expense.

(D) The monies deposited into the Supplemental Education Assistance Fee Trust Account shall be used solely in the Town of Lady Lake's utility service area boundary for the purpose of providing growth-necessitated capital improvements to educational plants and ancillary plants of the educational system including, but not limited to:

1. Land acquisition, including any cost of acquisition;

2. Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal appraisals, and construction management;

3. Design and construction documents;

4. Site development, site–related improvements and improvements incidental to the construction thereto; on-site and off-site.

5. Any permitting or application fees necessary for the construction;

6. Design and construction of educational plants and ancillary plants;

7. Design and construction of drainage facilities required by the construction of educational plants and ancillary plants or improvements thereto;

8. Relocating utilities required by the construction of educational plants and ancillary plants or improvements or additions thereto;

9. Acquisition of furniture and equipment necessary to accommodate students, faculty, administrators, staff and the activities of the educational programs and services at educational plants which are necessitated by growth;

10. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the school board to fund growth-necessitated improvements and additions to the educational system.

**6: Time of Payment; Remedies for Nonpayment**

The Supplemental Education Assistance Fee shall be due and payable at the time of issuance by the Town Growth Management Department of a building permit or mobile home tie down permit and shall not be refundable once such permit has been issued. No building permit or mobile home tie down permit shall be issued until all applicable fees have been received by the Town of Lady Lake.

**Section 4. Severability**

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being

the legislative intent that this Ordinance shall stand nothwithstanding the invalidity of any part.

**Section ~~4~~ 5. Inclusion in the Town of Lady Lake Code**

The Town Commission of the Town of Lady Lake intends that the provisions of this Ordinance shall become and be made a part of the Town of Lady Lake Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase to accomplish such intentions

**Section ~~5~~ 6. Effective Date**

This ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida as provided by law.

PASSED AND ORDAINED in regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 25th day of August, 2005.

HONORABLE MAX PULLEN, MAYOR
Town of Lady Lake, Florida

ATTEST:

Sue Gay
Town Clerk

Derek Schroth
Town Attorney

Passed First Reading 8-4-05

Passed Second Reading 8-25-05

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE:** **March 2, 2015 – FIRST READING**

---

**SUBJECT:** **Ordinance 2015-03 - An Ordinance Of The Town Commission Of The Town Of Lady Lake, Florida, Amending Chapter 13 Of The Town Of Lady Lake Code Of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 Entitled Levy And Purpose, For The Purposes Of Increasing The Supplemental Education Assistance Fee Rates To 75% Of The Rate Differential Of The Full Impact Fee Amount Recommended In The Adopted "Impact Fees For Educational Facilities In Lake County, Florida" Study Dated June 7, 2011, And The Rate Adopted By Lake County, Florida, By Ordinance 2014-72.**

**DEPARTMENT:** **Growth Management**

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**STAFF RECOMMENDED MOTION:**

**Staff recommends approval of Ordinance 2015-03 increasing the Supplemental Education Assistance Fee Rates To 75% of the Rate Differential of the Full Impact Fee Amount Recommended in the Adopted "Impact Fees for Educational Facilities in Lake County, Florida" Study Dated June 7, 2011, and the Rate adopted By Lake County, Florida, By Ordinance 2014-72.**

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On December 3, 2014, the Lake County Board of County Commissioners voted to increase the Lake County School Impact Fees to an amount equivalent to seventy-five percent (75%) of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. At this time, the Town of Lady Lake would also like to increase the Supplemental School Impact Fee Rate, first imposed under Ordinance 2005-41, with subsequent amendments thereafter.

As per the Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011, the Public School Impact Fee per Dwelling Unit was recommended to be $10,292.38 for single family homes; $6,180.99 for Multi-family dwellings, and $3,382.01 for mobile homes. Under Lake County Ordinance 2014-72, the County has adopted a rate of collection at seventy-five (75%) of those amounts, thus imposing fees of $7,719 for single-family homes, $4,636 for multi-family dwellings, and $2,537 for mobile home units. Age-restricted communities remain exempt.

Given that the adopted study has provided justification for collection at rates higher than those imposed by the County, to become effective April 6, 2015, the Town retains the right to collect a fee to supplement the County's impact fee, provided that the sum of the fees collected by both

the Town and the County do not exceed the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. The rate differentials are as follows:

Table 1

| Dwelling Type | Full Rate | County Rate (75%) | Differential |
|---|---|---|---|
| Single Family Homes | $10,292.38 | $7,719 | $2,573.38 |
| Multi-Family | $6,180.99 | $4,636 | $1,544.99 |
| Mobile Home | $3,382.01 | $2,537 | $845.01 |

Provided that the assessment of the impact fees yield differentials as noted above, the collection of the Supplemental School Impact Fees by the Town of Lady Lake would be as follows:

Table 2

| Dwelling Type | Differential | 75% of the Rate Differential |
|---|---|---|
| Single Family Homes | $2,573.38 | $1,930 |
| Multi-Family | $1,544.99 | $1,158 |
| Mobile Home | $845.01 | $ 633 |

Florida Statute 163.31801 (3) (d), states that the following shall be adhered to regarding when the fee can be imposed following adoption of the ordinance:

(d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

Therefore, staff recommends adopting the Supplemental School Impact Fee Rates as proposed in Table 2 above, reflecting a 75% collection of the differential between the County's impact fee assessment, and the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. The effective date of collection will begin on July 1, 2015.

**Public Hearing Dates:**

The **Town Commission** is scheduled to consider Ordinance 2015-03 on second reading and final reading at their regular meeting to be held on Monday, March 16, 2015, at 6:00 p.m.

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**FISCAL IMPACT: $** **-0-** **[ ] Capital Budget**

**[ ] Operating** **[ ] Other**

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ATTACHMENTS: [ x ] Ordinance(s) [ ] Resolution [ ] Budget Resolution

[ ] Other

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

| | | | |
|---|---|---|---|
| 2-24-2015 DEPARTMENT HEAD | | Submitted 2/24/15 | Date |
| FINANCE DEPARTMENT | | Approved as to Budget Requirements | Date |
| TOWN ATTORNEY | | Approved as to Form and Legality | Date |
| TOWN MANAGER | | Approved Agenda Item for: 3/2/15 | Date 2/24/15 |

COMMISSION ACTION: [ ✓ ] Approved as Recommended VIN/HOL 4-0 [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: THAD - L.M. ✓

~~The current Future Land Use Designation of the subject property (12.65 ± acres) is Lady Lake Commercial General – Retail Sales & Services (RET) and is compatible with the requested commercial uses. Therefore, the applicant is not requesting any changes regarding the future land use designation with this application.~~

~~Permitted Uses and restrictions of the property will be governed by the attached Memorandum of Agreement, superseding all uses and prohibitions as stated in the Memorandum of Agreement executed on September 18, 2013, as recorded in ORB. 4384 PGS. 886-893. If the amendment to the Memorandum of Agreement is approved, the applicant will have to supply a modified site plan via the major modification to site plan process (applicant is undergoing this process concurrently).~~

~~Mr. Carroll reported that notices to inform the surrounding property owners (9) within 150' of the property of the proposed Rezoning CP MOA Amendment were mailed by certified mail return receipt on Thursday, January 22, 2015. He stated that all certified mail receipts have been returned and no comments regarding objection or support of the amendment have been received to date.~~

~~Mr. Carroll reported that at the December 15, 2014, Special Commission meeting (Conceptual Workshop), it was the consensus of the Commission that they were in favor of advancement of the proposed changes for Rolling Acres Self Storage (Tree Tops) as presented. He stated the application materials were circulated to members of the Technical Review Committee (TRC) on Wednesday, January 28, 2015, and no comments were forwarded that would prohibit advancement of the application to the Planning and Zoning Board. Mr. Carroll stated that at the February 9, 2015 meeting of the Planning and Zoning Board, the board voted 5-0 to forward Ordinance No. 2015-01 to the Town Commission with the recommendation of approval, and the Town Commission is scheduled to consider Ordinance No. 2015-01 for second/final reading at their regular meeting to be held on Monday, March 16, 2015, at 6:00 p.m. He stated Mr. Girard and Springstead Engineering are present if there are any questions.~~

~~Mayor Kussard asked if there were any questions or comments by the Commissioners or the audience, and hearing none, asked for a motion.~~

~~***Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved Ordinance No. 2015-01 – First Reading – Rolling Acres Self Storage Facility (Tree Tops Golf, Inc.) – Located at the Corner of West Lady Lake Blvd. and Rolling Acres Road at 175 S. Rolling Acres Road – Providing for a Modification of the Town of Lady Lake Planned Commercial (CP) Zoning Memorandum of Agreement, as presented, by a vote of 4 to 0.***~~

**11. <u>Ordinance No. 2015-03 – First Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount (Thad Carroll)</u>**

Derek Schroth, Town Attorney, read the ordinance by title only.

Growth Management Director Thad Carroll reported that on December 3, 2014, the Lake County Board of County Commissioners voted to increase the Lake County School Impact Fees to an amount equivalent to 75% of the adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. At this time, the Town of Lady Lake would also like to increase the Supplemental School Impact Fee Rate, first imposed under Ordinance No. 2005-41, with subsequent amendments thereafter. He stated that this ordinance dates back to 2005 and there have

been a few modifications to it since that time based on the Town's history of following the actions of Lake County in this regard.

As per the Impact Fee Study prepared by Henderson Young & Company dated June 7, 2011, the Public School impact fee per dwelling unit was recommended to be $10,292.38 for single family homes; $6,180.99 for multi-family dwellings, and $3,382.01 for mobile homes. Under Lake County Ordinance 2014-72, the County has adopted a rate of collection at 75% of those amounts, thus imposing fees of $7,719 for single-family homes, $4,636 for multi-family dwellings, and $2,537 for mobile home units. Age-restricted communities remain exempt.

Mr. Carroll stated that given that the adopted study has provided justification for collection at rates higher than those imposed by the County, to become effective April 6, 2015, the Town retains the right to collect a fee to supplement the County's impact fee, provided that the sum of the fees collected by both the Town and the County do not exceed the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company, dated June 7, 2011. He reviewed the rate differentials as follows:

Table 1

| Dwelling Type | Full Rate | County Rate (75%) | Differential |
|---|---|---|---|
| Single Family Homes | $10,292.38 | $7,719 | $2,573.38 |
| Multi-Family | $ 6,180.99 | $4,636 | $1,544.99 |
| Mobile Home | $ 3,382.01 | $2,537 | $ 845.01 |

Provided that the assessment of the impact fees yield differentials as noted above, the collection of the Supplemental School Impact Fees by the Town of Lady Lake would be as follows:

Table 2

| Dwelling Type | Differential | 75% of the Rate Differential |
|---|---|---|
| Single Family Homes | $2,573.38 | $1,930 |
| Multi-Family | $1,544.99 | $1,158 |
| Mobile Home | $ 845.01 | $ 633 |

Florida Statute 163.31801 (3) (d), states that the following shall be adhered to regarding when the fee can be imposed following adoption of the ordinance: (d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

Mr. Carroll reported that staff recommends adopting the Supplemental School Impact Fee rates as proposed in Table 2 above, reflecting a 75% collection of the differential between the County's impact fee assessment, and the recommended rate as established by adopted Impact Fee Study prepared by Henderson Young & Company dated June 7, 2011. The Town Commission is scheduled to consider Ordinance No. 2015-03 on second/final reading at their regular meeting to be held on Monday, March 16, 2015 at 6:00 p.m. He stated that if this ordinance is approved on second/final reading, the effective date of collection will begin on July 1, 2015.

DRAFT

Mayor Kussard asked if there were any questions or comments by the Commissioners or the audience, and hearing none, asked for a motion.

***Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved Ordinance No. 2015-03 – First Reading – Amending Chapter 13 of the Town of Lady Lake Code of Ordinances Entitled Special Assessments, Impact Fees, Supplemental Fees, Section 13-21 – Regarding Increasing the Supplemental Education Impact Fees to 75% of the Rate Differential of the Full Impact Fee Amount, by a vote of 4 to 0.***

## M. TOWN MANAGER'S REPORT:

**~~12. Consideration of One Appointment/Reappointment to the Parks, Recreation, & Tree Advisory Committee (Kris Kollgaard)~~**

~~Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk's office). She stated that the Town Commission approved the second/final reading of Ordinance No. 2014-04 at the July 7, 2014 meeting which resulted in a merger of the Parks & Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board, the Parks, Recreation and Tree Advisory Committee.~~

~~Ms. Kollgaard stated that as a result of the merge, there were seven members, which was to be reduced to five through attrition. Since that time, two members have resigned and one member's term, Connie Merrell Kasch, expired in February, 2015. She stated that Ms. Merrell Kasch wishes to be reappointed, and there is also one new application from Richard Jones on file for consideration for appointment to this board. Ms. Kollgaard asked if any applicants were present in the audience.~~

~~Richard Jones was present and was asked by Mayor Kussard to tell the Commissioners a little about himself and why he wished to be a member of the Parks, Recreation & Tree Advisory Committee.~~

~~Mr. Jones introduced himself, stating that he has lived in the Village of El Cortez for 16 years and that he has decided he would like to volunteer and give back to the community. He reported that, in the past, he managed 39 playgrounds in Charleston, West Virginia, along with five swimming pools under Parks and Recreation. He stated he also officiated football and basketball for 25 years. Mr. Jones stated one of his degrees is in physical education and health, and he feels he would be competent in this position.~~

~~The Commissioners were asked to make their selections. The following results were read into the record and tallied:~~

***~~Connie Merrell-Kasch received one vote (Commissioner Richards) and Richard Jones received three votes (Mayor Kussard, Commissioner Holden and Commissioner Vincent). Mr. Jones was appointed as a new member.~~***

~~The Commissioners thanked Mr. Jones for volunteering for this board, and Ms. Kollgaard informed him that the Clerk's Office would be contacting him regarding a welcome packet.~~

~~Ms. Kollgaard stated that she has been doing some research regarding drafting an ordinance for access roads as requested by the Commission. She stated that Marion County used credits on the transportation impact fees and that is how they were able to do their ordinance. She stated she will check with Lake County to see if they would consider doing credits, and will look into the availability of any grants that could help with access roads.~~

DRAFT

L-15

# TOWN COMMISSION AGENDA ITEM

**REQUESTED COMMISSION MEETING DATE:** March 16, 2015

**SUBJECT:** Consideration of Three Appointments/Reappointments to the Planning and Zoning Board

**DEPARTMENT:** Clerk's Office

**STAFF RECOMMENDED MOTION:** Appointment/Reappointment of Three (3) Members to the Planning and Zoning Board

**SUMMARY:** Currently, the Planning and Zoning Board has three (3) members whose terms expired in February. John Gauder, Gil Pierson and William Sigurdson are currently on the Board and all three wish to be reappointed. There is also one new application on file for Phil Mathias.

**FISCAL IMPACT: N/A**

**[ ] Capital Budget**
**[ ] Operating**
**[ ] Other**

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

**[ ] Other [X] Support Documents – Applications**

| | | |
|---|---|---|
| **DEPARTMENT HEAD** | **Submitted** | **Date** 3-5-15 |
| **HR** | **Approved as to form** | **Date** |
| **FINANCE DEPARTMENT** | **Approved as to Budget Requirements** | **Date** |
| **TOWN MANAGER** | **Approved Agenda Item for:** 3-16-15 | **Date** 3-5-15 |

**COMMISSION ACTION:**

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

**[ ] Continued to Date Certain** **[ ] Approved with Modification**

# TOWN OF LADY LAKE
# BOARDS/COMMITTEES APPLICATION

Date: 4/9/12

Name: JOHN GAUDER

Mailing Address: 142 COSTA MESA DR, LADY LAKE, FL 32159

Location of residence: 142 COSTA MESA D.

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

Home Phone: 352-430-1811 Work Phone: _____

Cell Phone: _____ E-Mail Address: JOHN GAUDER@COMCAST.NET

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

- [ ] Economic Development Advisory Committee
- [ ] Library Board
- [X] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: RETIRED

Training or experience related to activities of boards or committees to which appointment is sought: MAYOR RUSSELS POINT, OH
MEMBER OF LUC PLANNING COMMISSION (3 COUNTIES)

Member of the following professional or business organizations: _____

Have you served on a Town board or committee in the past? YES
If yes – name of committees/boards and dates _____
P+Z BOARD

Nationality: (optional) U.S. CITIZEN (This information is for use in the Annual Florida Department of State Report only.)

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

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

1. JOE BECKLER 137 COSTA MESA D. 259-1013
2. JOE OBERLIESEN 118 CHULA VISTA 751-1350
3. KEN TOMCZAK 140 COSTA MESA 750-4992

*Additional information may be attached to this form.*

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

John Gaude

Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**

Updated: 01-30-12

# TOWN OF LADY LAKE
# BOARDS/COMMITTEES APPLICATION

Date: 3-11-14

Name: GIL PIERSON

Mailing Address: 1669 W. SCHWARTZ BLVD

Location of residence: LADY LAKE (VILLAGES)

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

Home Phone: 954-428-5558 Work Phone: _____

Cell Phone: 954-415-1800 E-Mail Address: GILPIERSON@AOL.COM

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

- [ ] Citizens Advisory Task Force
- [ ] Economic Development Advisory Committee
- [ ] Library Board
- [X] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: REALTOR + INSTRUCTOR FOXFIRE REALTY

Training or experience related to activities of boards or committees to which appointment is sought: SEVERAL YEARS ON PLANNING + ZONING AND BEAUTIFICATION ADVISORY PRIMARY AND ALTERNATE

Member of the following professional or business organizations: REALTOR, AMERICAN LEGION, VFW, KNIGHTS OF COLUMBUS

Have you served on a Town board or committee in the past? YES

If yes – name of committees/boards and dates PLANNING + ZONING CITY OF DEERFIELD BEACH, FL. 1998-2003

CITY OF DEERFIELD BEACH, FL 1989-1993 - BEAUTIFICATION ADVISORY COMM

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

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

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

1. GENE BOONE REALTOR 352-732-3344
2. JUDY TROUT REALTOR 352-307-0304
3. NAOMI PURBUSH REALTOR 352-425-6070

***Additional information or comments may be attached to this form.***

**I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.**

**Signature of Applicant**

**Please return application to:**

**Town Clerk's Office**
**Lady Lake Municipal Complex**
**409 Fennell Blvd**
**Lady Lake FL 32159**

**Please note:** **You may be required to fill out a financial disclosure form.**

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**

Updated: 4-10-12

# TOWN OF LADY LAKE
# BOARDS/COMMITTEES APPLICATION

Date: 4-5-12

Name: William Sigurdson

Mailing Address: 907 E. Norman St.

Location of residence: LADY LAKE (WATER OAK)

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

Home Phone: NA Work Phone: NA.

Cell Phone: 352-504-6242 E-Mail Address: SIG817@GMAIL.COM

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

- [ ] Economic Development Advisory Committee
- [ ] Library Board
- [X] Planning & Zoning Board
- [ ] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [ ] Tree & Beautification Advisory Committee

Occupation: RETIRED - COLLEGE INSTRUCTOR

Training or experience related to activities of boards or committees to which appointment is sought: DRAFTING & MAP READING

Member of the following professional or business organizations: AAUP. while working

Have you served on a Town board or committee in the past? YES
If yes – name of committees/boards and dates PARKS & REC.

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

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

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

1. TY MILLER
2. DAN VINCENT 352-267-0648
3. PASTOR R. DADE 352-753-9038

*Additional information may be attached to this form.*

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**

Updated: 01-30-12

# TOWN OF LADY LAKE
# BOARDS/COMMITTEES APPLICATION

Date: 02 MAR 15

Name: PHIL MATHIAS

Mailing Address: 1

Location of residence: 1404 MEADOW VIEW WAY

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

Home Phone: _____ Work Phone: _____

Cell Phone: 352-636-2358 E-Mail Address: PKMATHIAS@CENTURYLINK.NET

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

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

Occupation: RETIRED ENG.

Training or experience related to activities of boards or committees to which appointment is sought: _____

Member of the following professional or business organizations: _____

Have you served on a Town board or committee in the past? YES.

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

P&R / P&Z /

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

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

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

1. Jim Richards
2. Ruth Kuzzard
3. Mike Burske

*Additional information or comments may be attached to this form.*

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

_____
Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**

Updated: 08/2014

# PLANNING & ZONING BOARD

## - VOTING FORM -

Date: March 16, 2015

Please mark your selections (3) and sign your name at the bottom.

**Re-Appointments:**

| | Yes | No |
|---|---|---|
| John Gauder | ☐ | ☐ |
| Gil Pierson | ☐ | ☐ |
| Will Sigurdson | ☐ | ☐ |

**Appointment:**

| | Yes | No |
|---|---|---|
| Phil Mathias | ☐ | ☐ |

Thank you.

Selections made by: _____

(Name of Commissioner)