REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: **Monday, November 3, 2014**
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]: Father Gregg Elliott – St. Mark Evangelist Catholic Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G. CONSENT[3]:

1. Minutes – October 20, 2014 – Special Commission Workshop Meeting
   – October 20, 2014 – Regular Commission Meeting
   – October 21, 2014 – Special Commission Meeting
   – October 23, 2014 – Special Commission Meeting

2. Consideration to Renew the Lease Agreement between the Town and the Lady Lake Dog Park Association (Mike Burske)

3. Consideration of Renewal of Inspection Plus Contract with Simplex Grinnell (C.T. Eagle)

H. OLD BUSINESS:

I. NEW BUSINESS:

4. Consideration of Approval to Enter into a Memorandum of Understanding (MOU) with the Haven of Lake & Sumter Counties, Inc. (Chris McKinstry)

5. Consideration of Approval to Enter into a Memorandum of Understanding (MOU) with LifeStream Behavioral Center, Inc. (Chris McKinstry)

J. TOWN ATTORNEY'S REPORT:

6. Ordinance No. 2014-08 – First Reading – Central Florida Lodging, LLC – Minor Amendment to the Tri-County Villages Development of Regional Impact (DRI), Adopting a Ninth Amendment to the Amended Development Order (Thad Carroll)

7. Ordinance No. 2014-09 – Second/Final Reading – Medical Marijuana Moratorium (Derek Schroth)

8. Resolution No. 2014-118 – First/Final Reading – (Tabled from October 6, 2014) – Veterans Memorial Post 347 of the American Legion – Special Permit Use Request Pursuant to Chapter 17, Section 17-3).e).4). to Install an Electronic Message Board/Marquee Sign to be Placed on a New Freestanding Sign – Located at 699 West Lady Lake Blvd. (Thad Carroll)

K. TOWN MANAGER'S REPORT:

L. MAYOR/COMMISSIONER'S REPORT:

M. PUBLIC COMMENTS[4]

N. 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 – 11-03-2014

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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

MINUTES OF THE WORKSHOP MEETING OF THE LADY LAKE TOWN COMMISSION LADY LAKE, FLORIDA October 20, 2014

The Workshop 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 5:05 p.m.

1. CALL TO ORDER: Mayor Ruth Kussard

2. ROLL CALL:
Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Chief Chris McKinstry and Lt. Jason Brough, Police Department; Tia O'Neal, H.R. Director; John Pearl, I.T. Director; and Nancy Slaton, Deputy Town Clerk

3. PUBLIC COMMENT

Mayor Kussard asked if anyone in the audience had any questions or comments. There were no questions or comments.

4. <u>Review and Discussion of the New Police Procedural Manual (Chris McKinstry)</u>

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 currently preparing for participation in an accreditation program that has long been recognized as a means of maintaining the highest levels for professionalism. Chief McKinstry stated that one major component of the process includes the creation of written department procedural directives that are in compliance with the Commission for Florida Accreditation Standards. He stated that the new Police Procedural Manual complies with those operational and legal standards, and PRM Attorney John Makholm has provided input and reviewed the manual.

Chief McKinstry reviewed some of the basics and highlights of the procedural manual; especially the changes that have been made.

During the review of the use of force policy, Mayor Kussard asked the Chief if this occurs regularly.

Chief McKinstry explained that use of force does occur regularly and can include tasers, etc. He stated any time a service weapon is used, it is determined a use of force and it is tracked.

Regarding domestic violence, Commissioner Vincent asked if someone always goes to jail on a domestic violence call.

DRAFT

Chief McKinstry replied that someone usually goes to the Lake County jail after the officer determines the aggressor, although he stated this is sometimes hard to determine.

Chief McKinstry stated that Mr. Pearl's assistance in updating the information systems has been a huge part of bringing the Police Department into compliance for the accreditation.

Commissioner Hannan noted that the Chief had skipped some of the procedures during his review and asked if there was a reason.

Chief McKinstry stated that there was no reason, but that he was reviewing highlights and they may have been subsections of a procedure.

The Commissioners thanked Chief McKinstry for his presentation and stated the development of this procedure manual was a monumental task.

Town Manager Kris Kollgaard commented that any changes to the manual during or due to accreditation will be brought to the attention of the Commissioners. She stated that every one of the procedures in this manual has been reviewed and approved by the appropriate attorney.

Chief McKinstry stated that each officer must read the manual and sign off that they have reviewed it.

Ms. Kollgaard stated that perhaps the manual can be put on the website so that the Commissioners can access it readily.

5. ADJOURN

There being no further discussion, the meeting was adjourned at 5:49 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

DRAFT

MINUTES OF THE REGULAR MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
October 20, 2014

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, U.S. Marine

D. INVOCATION[i]: Pastor H. G. Bevill of the Lake Hermosa Church of God was not present and Mayor Kussard asked everyone to observe a moment of silence.

E. ROLL CALL: Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; Mike Burske, Parks and Recreation Director; C.T. Eagle, Public Works Director; Jeannine Michaud, Finance Director; Chief Chris McKinstry, Police Department; Tia O'Neal, Human Resource Director; John Pearl, I.T. Director; 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. There were no comments.

G. PROCLAMATIONS:

1. Red Ribbon Week (Mayor Kussard/3rd Young Marine Division)

Mayor Ruth Kussard read the proclamation proclaiming the week of October 23rd through the 31st as National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment, and presented it to Corporal O'Steen of the 3rd Young Marine Division.

2. Florida City Government Week 2014 (Mayor Kussard)

Mayor Ruth Kussard read the proclamation proclaiming the week of October 19th to the 25th as Florida City Government Week, and encouraged everyone to do everything possible to ensure that it is recognized and celebrated accordingly.

H. CONSENT[iii]:

3. Minutes – October 6, 2014 – Regular Commission Meeting

4. Consideration and Approval of the Holiday Schedules for FY 2014-2015 (Tia O'Neal)

The background summary for this agenda item is on file in the Clerk's office. It states that the holiday schedules for FY 2014-2015 were included in the packet and reflect the holidays based on the eight and the ten hour work days. It notes that holiday pay has been included in the budget.

5. Budget Amendment to Increase Police General Operating Expense and Sales of Surplus (Jeannine Michaud)

The background summary for this agenda item is on file in the Clerk's office. It states that the Police Department purchased six patrol rifles for $4,650 and traded in a sniper rifle, scope, ammunition and a gun safe for a total credit of $4,650. This amendment will increase the operating budget for the purchase of the rifles and increase sales of surplus budget for the trade-in credit. This was approved by the Commission on September 3, 2014. It noted that this amendment requires Commission approval because it involves increasing revenue and expenditures and increases the bottom line budget.

Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the Commission approved Consent Items #H-3 through #H-5 by a vote of 5 to 0.

I. OLD BUSINESS: No old business.

J. NEW BUSINESS:

6. Consideration for the Renewal of the Lease Agreement Between the Town of Lady Lake and the Kiwanis Club of Lady Lake for the Caboose at Veterans Park (Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's Office). He stated that the Kiwanis Club of Lady Lake once again desires to renew its lease agreement with the Town for the Caboose at Veterans Park. He stated the dates on the contract and the deletion of part of the indemnity requirements are the only changes to the document, and that insurance was reviewed by the Town Attorney.

Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the Commission approved the renewal of the lease agreement between the Town of Lady Lake and the Kiwanis Club of Lady Lake for the Caboose at Veterans Park, by a vote of 5 to 0.

7. Consideration for the Renewal of the Lease Agreement Between the Town of Lady Lake and the Lady Lake Soccer Association (Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's Office). He stated that the Lady Lake Soccer Association once again desires to renew its lease agreement with the Town for the use of the soccer field and the concession stand at the Rolling Acres Sports Complex. He stated the dates on the contract, the use of demised premises, and the addition of the indemnity are the biggest changes to this document, and their insurance was reviewed by the Town Attorney. Mr. Burske stated this lease agreement has been changed from a five year term to a one year term beginning this year.

Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the renewal of the lease agreement between the Town of Lady Lake and the Lady Lake Soccer Association, by a vote of 5 to 0.

8. Consideration of Engineering Services Agreement for the 2015 Wastewater Treatment Plant Florida Department of Environmental Protection Permit Renewal (C.T. Eagle)

Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the Clerk's Office). He stated that this agreement is for services related to the submittal of the Town's wastewater treatment plant required five year permit renewal, as required by the Florida Department of Environmental Protection (FDEP). Mr. Eagle stated that Mittauer and Associates Inc. is on a Town continuing services contract and is very familiar with the wastewater treatment plant's operation. He also stated that this is a budgeted item.

Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the Commission approved the Engineering Services Agreement for the 2015 Wastewater Treatment Plant Florida Department of Environmental Protection Permit Renewal, by a vote of 5 to 0.

9. Consideration of Changing the Planning and Zoning Board Meeting Time to Begin at 5:30 p.m. (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 at the September 8, 2014, meeting of the Planning and Zoning Board, the Board discussed potentially changing the meeting time to 5:30 p.m. He stated that there is nothing specifically written regarding the time the meeting must convene within the Land Development Regulations, and therefore, it does not need to be changed through the amendment of an ordinance;. However, it needed to be formally approved by the Planning and Zoning Board to get the Board's recommendation to carry forth to the Town Commission.

Mr. Carroll stated that the Board unanimously voted to recommend approval to change the time from 6:00 p.m. to 5:30 p.m. at the October 13, 2014 meeting. He stated the change is expected to be favorable for personnel time management as it would reduce after-hours Town business and for safety purposes as daylight savings will end Sunday, November 2, 2014.

Commissioner Hannan stated that in the past, he recollects there was conversation about the meeting time change, and that the 6 p.m. time would be more favorable for those wanting to attend, both developers and the public. He stated he is favor of leaving the meeting time at 6 p.m.

Commissioner Richards stated he has not heard any comments opposing this change, and the Planning and Zoning Board is for it. He stated if there are any complaints about it, the meeting time can be changed back to 6 p.m.

Mayor Kussard commented that she believes the 5:30 p.m. meeting time may be better for the developers and is in favor of trying it as the Planning and Zoning Board is also in favor of it.

Town Manager Kris Kollgaard stated that staff can report back if they receive any complaints from the developers on the new meeting time.

Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission approved the change of the Planning and Zoning Board meeting time to begin at 5:30 p.m., by a vote of 4 to 1 (Hannan).

K. TOWN ATTORNEY'S REPORT:

Town Attorney Derek Schroth reported he and staff have been looking into some legal issues regarding the Bowersox vacation request. He stated that he, the Town Manager, and Mr. Carroll had a meeting today with Mr. Brown and his lawyers, and they brought up several legal issues which may or may not result in a continuance on Thursday. Mr. Schroth asked the Commission for their guidance after they have been apprised of the issues. He stated the first issue is whether another code applied to the vacation request, and after reviewing, two revisions were found; one in the old Code of Ordinances, and a newer one approved in 2013 in the Land Development Regulations, which overrules the prior one in the Code. Mr. Schroth stated Mr. Brown and his lawyers are stating that the Town is not following their code, but they were looking at an older code that had not been updated by Municode.

Mr. Schroth reported that Mr. Brown has stated he is prepared to file a lawsuit if he is unable to work this out with the Town. He stated that Mr. Brown had submitted plans to Lake County for approval of a development and he had spent about $100,000 in engineering costs to get that development approved through Lake County. Lake County approved it and sent the Town a preliminary plat at one point in time by e-mail which showed the road and the access to Bowersox and the Town did not object to that. Mr. Schroth stated that even if the Town had objected to it, it probably would not have mattered. He pointed out that Mr. Brown brought this property with these codes in effect and the Town has discretion to vacate the public right-of-way, and Mr. Brown has the ability to access that land through his property to the east. Mr. Schroth stated another issue is that Mr. Brown's reason for doing this might be speculative in nature and there may be concerns that Mr. Brown will dedicate a right-of-way over his land for future traffic to perhaps include golf cart or vehicular access to connect Marion, Sumter and Lake Counties. Mr. Brown has stated that it would benefit the Town to have access through here, particularly golf cart access, as it would open the commercial corridor to a lot of people who use golf carts.

Mr. Schroth stated he believes the Thursday meeting can move forward, but stated he expected a lot of legal arguments. He stated Mr. Brown has said he would agree to a deed restriction on his property limiting vehicular and pedestrian access to only his home and certain guests, but that he wants golf cart access to the public.

Commissioner Hannan asked if The Villages has any concerns regarding this issue.

Mr. Schroth replied that The Villages does have a concern as they own both houses on either side, and when a right-of-way is vacated by operational law, the adjacent owners end up owning to the center line. He stated The Villages was notified, but it was short notice, although he believes they will attend Thursday's meeting.

Commissioner Hannan asked what will stop golf carts from other communities coming in if Mr. Brown allows golf cart access.

Mr. Schroth said nothing will stop them other than if there is a restriction put in place.

Commissioner Richards stated that he does not believe that anyone can make a community maintain a right-of-way if they choose to vacate it. He stated that Mr. Brown does not currently access The Villages through there as he had access to it from the other side. Commissioner Richards stated he is comfortable the Town has firm footing on this.

Mr. Schroth agreed that the Town has discretion to vacate a right-of-way, and that Mr. Brown agreed that he accesses his land from his other property and confirmed this on an aerial view.

Mayor Kussard asked Mr. Schroth if he had ever heard of a case where public access was granted through a gated community.

Mr. Schroth stated these roads were dedicated to the public by plat, but the interesting issue with The Villages is that when you have these parts that are gated and owned by The Villages, normally you cannot block a public right-of-way. He replied that he has not seen it before, and The Villages is a fairly unique situation where they have been able to accomplish that in multiple subdivisions.

The Commissioners agreed they were ready to move forward with Thursday's meeting.

L. TOWN MANAGER'S REPORT:

Town Manager Kris Kollgaard reminded the Commissioners of the special meetings scheduled for Tuesday at 10 a.m. and Thursday at 9 a.m.

M. MAYOR/COMMISSIONER'S REPORT:

Commissioner Hannan asked the attorney if he wanted to discuss the medical marijuana ordinance.

Mr. Schroth replied that he sent out a memorandum regarding the fact that many municipalities are putting regulations in place for something that might not even happen regarding medical marijuana. He explained that if the medical marijuana amendment is passed and the Town passes an ordinance for a moratorium, it will allow the Town time to see what other communities are doing and what is working and they will have time to thoughtfully draft ordinances regulating it.

Ms. Kollgaard stated staff will bring the ordinance for the medical marijuana moratorium before the Commission for first reading at Thursday's meeting, and for second reading at the November 3rd meeting, which will be the day before the election.

Commissioner Hannan announced that he spoke with Jack Johnson of the Disabled American Veterans (DAV) and has volunteered to provide guard duty at night for the Veteran's Memorial Wall when it comes to Town next year.

Commissioner Richards commented that he noticed that the Chamber of Commerce is starting up their breakfast meetings again, with one tomorrow at Harbor Hills at 7:30 a.m.

DRAFT

Ms. Kollgaard asked the Commissioners to check their junk e-mail as some of her Chamber notifications have been turning up there.

Commissioner Vincent announced that he attended the Florida League of Cities Transportation Intergovernmental Committee meeting, and the purpose of it was to draft some things to take to Tallahassee. During the meeting, they discussed the medical marijuana issue, and a lot of other cities have drafted a medical marijuana moratorium ordinance as well. He stated that the League of Cities is supporting rail initiatives for transportation as many ships will be coming into deep ports, but have no way other than by interstate to transport items. He also stated that Uber is trying to get state legislation and bypassing municipalities.

Mayor Kussard announced that she attended the Public Safety Awareness Day at Home Depot this past Saturday, and it was a nice event and will be continued.

N. PUBLIC COMMENTS[iv]

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

- John Gauder of 142 Costa Mesa announced that he is Chairperson of the Planning and Zoning Board, and that although they had concerns also about the meeting time being changed to 5:30 p.m., some of the developers who attended were for the change. He stated if there are any complaints by the public, they may request to change it back in the future.

O. ADJOURN: There being no further discussion, the meeting was adjourned at 6:30 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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DRAFT

MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
October 21, 2014

The Special 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 10:00 a.m.

1. CALL TO ORDER

2. 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/Town Clerk; Thad Carroll, Growth Management Director; Wendy Then, Town Planner; and Nancy Slaton, Deputy Town Clerk

Also Present: Martin Dzuro of The Villages Operating Company, Jeff Head of Farner-Bailey, Michael Pape of Michael Pape & Associates, P.A., and Chris Zipperer of Senatore, Inc.

3. Public Comment

Mayor Kussard asked if there were any comments or questions.

- Dan Bard of 1021 Del Rio Drive in Mira Mesa, VHA Director for the Lady Lake portion of The Villages, commented that he would like at least five days notice before a public meeting, as he sends the notice out by e-mail to 20 different groups in the Lady Lake portion of The Villages; and they, in turn, share these e-mails with members of their groups. He stated that today's meeting was originally scheduled for 3 p.m. and that he did not receive the revised notice changing the meeting time to 10 a.m.

Town Manager Kris Kollgaard stated the revised agenda for this meeting time was sent out on Thursday, and that this is not the norm and usually only occurs if there will not be enough Commissioners to attend. She stated she will check with staff to be sure Mr. Bard is on the Committee Agenda mail list.

- Joe Quinn stated that Mr. Bard's comments have merit, and that perhaps standardization of the meetings needs to be considered, as all the boards and committees meet at different times. He stated the public might attend more if the meeting times were standardized.

Ms. Kollgaard replied that she understood his concerns, but that there are issues with the volunteer members of the different boards regarding meeting times that need to be considered.

DRAFT

4. Conceptual Presentation of The Villages Golf Car Shop and Service Center Major Modification to Site Plan - MJM 10/14-001- A Development Consisting of a 2,102 Sq. Ft. Building Addition, a Two-Lane Golf Cart Fueling Area, Landscaping Upgrades, and Dumpster Enclosure Proposed at the Former Citizen's First Bank Site – Located at 903 Avenida Central (Thad Carroll)

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 the applicant, John R. Grant, with The Villages Operating Company, on behalf of Citizen's First Bank, property owner, has submitted an application for the modification of the existing Citizen's First Bank Site located at 903 Avenida Central, within The Villages Downtown Center in Spanish Springs, identified by Alternate Key number 3451988. Mr. Carroll stated the applicant proposes a 2,102 sq. ft. addition to the existing two-story building to convert it into a golf cart shop/service facility. Additionally, the applicant seeks to incorporate a two-lane golf cart fueling area providing four fueling stations, improve landscaping, and will add a dumpster enclosure.

Mr. Carroll stated that the subject property is approximately .96 +/- 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 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. An aerial view of the property and a conceptual view of the site plan were shown.

Mr. Carroll stated the applicant will conform to the *Commercial Design Standards.* Attached are the site plan and façade elevations for The Villages Golf Cart Shop Facility. 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.

Mr. Carroll introduced Town Planner Wendy Then and stated she will review the landscaping waivers requested by the applicant.

Ms. Then reviewed the following information while pointing out the areas on the landscape plan shown on the overhead viewer:

Tree Requirements: In accordance with Chapter 10-Landscape and Tree Protection, the site is required to provide 152 tree caliper inches based on its .96-acre area (160"x .96). The landscaping tree proposal breakdown is as follows:

Existing trees to remain	299 tree caliper inches
Proposed canopy and understory trees	17 tree caliper inches
Proposed palms	48 tree caliper inches
Total tree caliper inches	364 tree caliper inches

The applicant is providing more than twice the required on-site tree caliper inches.

All landscaping buffers require minimum Class "A" Landscaping Buffer (Buffer Class Requirement-Table 10-1) in accordance with LDRs-Chapter 10, Section 10-3, b).B).1). Class "A": 10' width minimum with two canopy trees, three understory trees and a continuous hedge.

At the time, the applicant cannot accommodate all the required plant material within certain buffers, so the following four waivers to the Landscaping Regulations have been proposed by the applicant:

I. North Landscaping Buffer

Proposal: To waive three canopy trees.

Justification: Space limitation and constraints unique to the subject parcel that cannot be accommodated on site. The landscape design of shrub and low-level material will meet the specification requirements and aesthetic objectives of the code while maintaining a character consistent with the surrounding areas.

II. East Landscaping Buffer

Proposal: To waive two canopy trees and buffer width.

Justification: Space limitation and constraints unique to the subject parcel that cannot be accommodated on site. Existing site curb improvements are right at property line fronting Bichara Blvd., thus limiting expansion. The request of this waiver pertains strictly to maintaining a high level of landscaping consistent with the established character of the Spanish Springs area.

III. West Landscaping Buffer

Proposal: To waive two canopy trees.

Justification: There is a significant amount of existing palms along the west elevation. Also, a reduction of overcrowding plant material is necessary to preserve infrastructure. A high level of quality landscaping that achieves aesthetic character without being dependent upon regimented linear buffers is a signature aspect of the established urban design of the Spanish Springs Town Center.

IV. Waiver to submit Irrigation Plans as required per Land Development Regulations Chapter 10, Section 10-3)k)2)

Proposal: Applicant will modify existing irrigation system during construction since there are no as-built plans for the current system. An automatic system design will be constructed to meet The Villages specifications.

Justification: The accurate preparation of the irrigation system is not possible and will not be discernible until the time of construction; therefore, the applicant requests a deferral for this submittal item at this time.

DRAFT

Ms. Then turned the presentation over to Michael Pape.

Michael Pape of Michael Pape & Associates of Ocala introduced himself and stated that his firm has been the landscape architects and land planners for The Villages for the past 28 years. He stated the building on this site was originally built in 1991 and was one of the first commercial properties on this side of US Hwy 27/441. He reviewed photos of the site and the plant materials that will be used on the site, in addition to what will be preserved; noting that the applicant will be preserving three existing historic oak trees (40", 44", and 50" respectively) along the south elevation of the subject parcel, and most of the other existing trees with the exception of some crape myrtles to be replaced and an existing non-viable Laurel/Water oak to be removed. Mr. Pape reiterated that the applicant will be preserving almost twice the required tree caliper inches, and adding more, to total 364 tree caliper inches.

Ms. Then reported that The Villages Golf Cart Shop Facility building features the Mission Architectural Style Design in accordance with the existing and proposed building exterior elevations. The building exhibits:

- ✓ Shaped Mission roof parapet for the building and the fuel station canopy
- ✓ Symmetrical façade
- ✓ Stucco finish on building exterior walls for addition
- ✓ Mission style medallions on exterior walls
- ✓ Mission-style doors, window encasement, and outside gates

A photo of the existing building was shown, as well as renderings of the proposed additions on the major modification to site plan.

Ms. Then reported that the application was received on September 25, 2014 and the Technical Review Committee members will individually review the application and provide comments regarding the Site Plan application by Thursday, October 23, 2014. The Parks, Recreation, and Tree Advisory Committee is scheduled to review this application at their regular meeting on Wednesday, November 12, 2014. The Town Commission is tentatively scheduled to consider the Site Plan application on Monday, December 1, 2014 at 6:00 p.m.

Commissioner Richards asked what type of fuel will be used at the fueling stations and how it will be stored. He also asked what size truck will be used to deliver the fuel.

Marty Dzuro replied that the fuel will be gasoline, and he does not know the size of the truck, but that it should not be as large as one that delivers to a normal service station. He stated he will find out and get that information to staff.

Commissioner Vincent commented it was his understanding that the fuel would be non-ethanol gasoline. He asked if the fueling station would pay road taxes on gasoline sold.

Mr. Dzuro agreed, stating that the non-ethanol is working well in the new station at Pinellas Plaza for small engines that require it. He stated that it is his understanding that all gas stations are required to pay all required taxes. Mr. Dzuro reported that fueling stations for golf carts are being added at all of the town centers, and it is all part of The Villages' revitalization of the this area after finishing up the new center at Brownwood.

Mayor Kussard complimented the applicant for all the beautiful landscaping of this site and others in The Villages; however, she asked Mr. Dzuro why this bank site was picked for this service center.

Mr. Dzuro replied that he did not know and that it was the bank's business decision and the Operating Company's decision to take this site over and do something with it, and they must have good business reasons for it.

It was the consensus of the Commission that they were in favor of advancement of The Villages Golf Car Shop and Service Center Major Modification to Site Plan as presented.

5. <u>Conceptual Presentation of the Church of God - MJSP 07/07-021 - Construction of a 5,000 Sq. Ft. Building Originally Approved with the Main 14,500 Sq. Ft. Sanctuary Building and Three Other Future Proposed Buildings with Ancillary Uses to the Church Campus – Located at 216 Oak Hill Road (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 the Church of God of Lady Lake is the property owner of a 7.05 +/- acre parcel located on 216 Oak Hill Road, at the intersection of South US Hwy 27/441 and Oak Hill Road. Mr. Carroll stated that the church site received Major Site Plan approval by the Town Commission on December 6, 2007, and was erected as a result of the tornados that came through the Town. Additionally, Lady Lake Church of God entered in a Memorandum of Agreement to establish permitted uses and design standards for the property on December 18, 2007. The property has a PFD-Public Facilities District zoning designation; which allows for the use of Church/Worship, together with ancillary uses such as education/daycare school, youth and children activities facility, a food pantry, and a community building. The property owner appointed Senatore Inc. as the applicant for the site plan application and the building contractor for the project. He stated that the church received a permanent Certificate of Occupancy in 2009.

Mr. Carroll reported that at this time, the Church is ready to move forward with the construction of their second building; however, they are proposing to increase the square footage in the amount of 1,000 sq. ft., for a total of 5,000 sq. ft. The applicant is proposing to reduce the square footage of Building 2 and increase it for Building 1; which is designated to be the Youth and Children Activities Facility. Prior to submitting the minor site plan application, the applicant would like to showcase the Church of God site plan proposal and exterior building elevations, bring forth updates regarding landscaping along the retention pond, and get the Town Commission's feedback. The following items were included in the packets:

- Approved Site Plan
- New Proposed Site Plan
- Elevations and Floor Plan

The applicant is seeking to submit the Minor Modification to Site Plan application within the next few weeks to proceed with a development order for the construction of the building.

Mayor Kussard clarified that the applicant is only looking at the addition of Building 1 at this time, with the other buildings to be completed at a later date.

Mr. Carroll confirmed this, as did Mr. Zipperer. He stated everything has been in place for some time, including all permits, and the church is ready to proceed with this second building.

Commissioner Richards stated that the summary for this agenda item has an error in that the church is located near US Hwy 27/441 and Oak Hill Road, not Hwy 466. He commented that the building elevation is really blank and looks like a big box and asked if the church needs to meet Commercial Design Standards.

Mr. Carroll replied that religious facilities are exempt from adhering to Commercial Design Standards, although the church did work with the Town by adding some elements such as a stucco façade with their first building.

Commissioner Holden stated that the church received a temporary waiver due to a lack of funds after the original building of the church for some items such as a retention wall on the south side. He asked if any of these items on the original site plan have since been brought up to par.

Chris Zipperer of Senatore, Inc. stated his firm is representing the church and he replied that they are currently in the process of getting a bid for the additional retaining wall required on the south side and additional hedges have been installed with a sprinkler system on the western side of the retention pond next to US Hwy 27/441, with funds received by the church. He stated they are in the process of getting bids for additional sidewalks that were part of the conditional temporary C.O. in the five year plan to be completed.

Mr. Zipperer stated that with the landscaping, sidewalks and retaining wall completed, he believes that will satisfy the conditions of the temporary C.O. He stated they are also painting the front of the church façade around the cross and completing additional maintenance needed to keep it up, and all this is due to a large donation to this building. Mr. Zipperer stated they were trying to keep the façade of the new building to be designated for youth activities simple to be cost effective, but that they can apply a stucco arch every so often in between the rigid frames between the downspouts to enhance the elevation if the Commission so desires. He stated all the other elements of the building such as roof style, wall panels and downspouts will match the existing building in color and shape.

Mayor Kussard agreed with Commissioner Richards' concerns about the proposed building, and stated there are no windows for light and access, only a front and back door.

Mr. Zipperer stated they are aware of this and the pastor was concerned about security with the proximity to Oak Hill Road, although he will mention the Commission's concern to him about this.

Commissioner Holden asked what the expected legal occupancy rate for the building will be.

Mr. Zipperer estimated the occupancy rate to be approximately 250, and stated the number of people estimated to fit in each room is noted on the floor plans provided in the packet and that they are below the 300 occupant requirement for fire sprinkler. He further commented that the

building was positioned on the site to be in close proximity to the lift station to be cost effective for a short lateral run to connect to sewer. Mr. Zipperer also commented that they applied for a letter modification approving the redistribution of the square footage and received approval from St. John's Water Management District.

Mayor Kussard asked what the church plans for Building 2 since the 1,000 sq. ft. was taken from it for Building 1.

Mr. Zipperer replied that they do not have an intended use for Building 2 at this time, but it will be for an ancillary use that was approved.

It was the consensus of the Commission that they were in favor of advancement of the Church of God - MJSP 07/07-021 - Major Site Plan with concerns as noted above presented.

6. ADJOURN: There being no further discussion; the meeting was adjourned at 10:39 a.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

DRAFT

MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
October 23, 2014

The Special 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 9:00 a.m.

1. CALL TO ORDER

2. ROLL CALL:

Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager/Town Clerk; Thad Carroll, Growth Management Director; Wendy Then, Town Planner; Chief Chris McKinstry and Lt. Jason Brough, Police Department; C.T. Eagle, Public Works Director; Jeannine Michaud, Finance Director; and Nancy Slaton, Deputy Town Clerk

3. Public Comment

Mayor Kussard asked if there were any comments or questions. There were no comments or questions at this time.

4. Resolution No. 2014-119 – First/Final Reading – Vacating a Portion of Bowersox Drive Right-of-Way Between Lot 1428 and Lot 1411 of Orange Blossom Gardens – Unit No. 7, Town of Lady Lake (Thad Carroll)

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 The Town of Lady Lake has submitted an application for the abandonment of that portion of right-of-way of Bowersox Drive located west of West Schwartz Boulevard, more particularly described as follows:

Begin at the Southwest corner of Lot 1428, ORANGE BLOSSOM GARDENS, UNIT NO. 7, according to the plat thereof, as recorded in Plat Book 27, Pages 56-65, Public Records of Lake County, Florida, thence run S 89°59'24" E along the South line of said Lot 1428, also being the North right of way line of Bowersox Drive for a distance of 65.00 feet to the beginning of a curve concave to the Northwest, having a radius of 25.00 feet, a chord bearing of N 45°00'36" E and a chord distance of 35.36 feet; thence run Northeasterly along the arc of said curve, also being the Southerly line of said Lot 1428 and the Northerly right of way line of Bowersox Drive for a distance of 39.27 feet through a central angle of 90°00'00" to a point on the West right of way line of West Schwartz Boulevard, said plat of ORANGE BLOSSOM GARDENS, UNIT NO. 7; thence run S 00°00'36" W on a Southerly extension of said West right of way line of West Schwartz Boulevard for a distance of 100.01 feet to a point of curvature on Lot 1411, said

plat of ORANGE BLOSSOM GARDENS, UNIT NO. 7, said point being the beginning of a curve concave to the Southwest, having a radius of 25.00 feet, a chord bearing of N 44°59'24" W and a chord distance of 35.36 feet; thence leaving said West right of way line run Northwesterly along the arc of said curve, also being the Northerly line of said Lot 1411 and the Southerly right of way line of Bowersox Drive for a distance of 39.27 feet through a central angle of 90°00'00" to the end of said curve; thence run N 89°59'24" W along the North line of said Lot 1411 and the Southerly right of way line of Bowersox Drive for a distance of 65.00 feet to the Northwest corner of said Lot 1411; thence run N 00°00'36" E along the West right of way line of said Bowersox Drive for a distance of 50.00 feet to the Point of Beginning.

Mr. Carroll reported that the present use of the property is unimproved right-of-way. He stated that Bowersox Drive is a paved street and was platted in 1985, and has not been improved at any course from the dedication to the present. Drawings of the right-of-way, being 50' by 115', and images showing the location in reference to Bowersox Drive and West Schwartz Blvd. were shown, as well as aerial views of the surrounding properties owned by Ron Brown and two other property owners.

Mr. Carroll stated these property owners were notified as part of the application process by certified mail return receipt requested on Tuesday, October 7, 2014, and the property was posted on Wednesday, October 8, 2014. Photos of the posting on the property were shown. He stated that to date, one property owner to the west, the Little Sumter Stormwater Facilities Property Owners Association Inc., has expressed opposition to the R.O.W. vacation. Mr. Carroll stated this is a Lake County property and that Lady Lake does not service that property in any manner.

Mr. Carroll reported the application was received on October 7, 2014 and the Technical Review Committee reviewed the application at its special meeting on Wednesday, October 22, 2014 and there were no comments from Town staff on this application. They recommended forwarding the application for Town Commission consideration.

Mr. Carroll reported that they received some utility feedback on this application as follows:

Comcast has indicated that they have cable lines along the rear of the property and that the vacation would interfere with maintenance for service, and they have requested an easement if the vacation request is granted.

In a letter received on October 14, 2014, Duke Energy expressed the opinion that they object to the vacation of that portion of Bowersox Drive and have requested that an easement be executed being ten feet in width, also being five feet on each side of the Grantee's facilities. Duke Energy has prepared the easement for execution by the Town of Lady Lake.

The Town of Lady Lake Public Works Department has reviewed the request to vacate and does not oppose the application. In addition, Century Link Telecommunications Company and The Villages Utility Department also reviewed the application and expressed that they do not oppose the vacation of Bowersox Drive.

Mr. Carroll reported that the Future Land Use and Zoning designations of the adjacent properties are as follows:

Future Land Use

Subject Property	**ROW**
Future Land Use of Adjacent Properties	
West	Lake County Urban Medium
East	ROW
North	MH-9 Manufactured Housing
South	MH-9 Manufactured Housing

Zoning

Subject Property	**ROW**
Zoning of Adjacent Properties	
West	Lake County Agriculture
East	ROW
North	MX-8 Mixed Res. 8/dupa
South	MX-8 Mixed Res. 8/dupa

Mr. Carroll reported that staff can recommend approval of this application as it meets sufficiency of the Town's code. The Record Plat of Orange Blossom Gardens Unit No. 7 was approved on July 1, 1985 by the Town Commission. This portion of Bowersox Drive exists only as a platted "paper street" at the present time. In addition, Bowersox Drive is not improved beyond West Schwartz Boulevard to the west. Mr. Carroll stated it is not anticipated that this segment of right-of-way will be needed by the Town to alleviate traffic concerns in the future.

The summary for this item noted that it has also been confirmed that the owner of the property to the west, abutting this portion of right-of-way, has access to his residence from the west via Sumter County, which has been used as the primary means of access to the property. Therefore, no negative effects are projected if the Town's request to vacate the right-of-way is granted.

Town Attorney Derek Schroth stated that a title search was completed on all the surrounding properties and it is not in dispute that the adjacent properties identified immediately to the west of this property and noted as A and C (on the photo of an aerial view of the area) are owned by and under control of the same owner of parcel B; the parcel at issue. He noted the aerial view also showed the current access the owner uses to access that property. Mr. Schroth asked if there were any questions for Mr. Carroll. He stated the applicant now has the opportunity to cross examine, as well as present their case, and he invited Mr. Gooding to the podium.

Attorney Jimmy Gooding of 1531 SE 36th Avenue, Ocala, Florida, introduced himself; stating he represents Mr. Brown, the owner of the property marked as "B" on the aerial photo, the Little Sumter Stormwater Facility Property Owners Association, and the owner of the property marked as "A" and "C", which is Character Oaks Real Estate (CORE). He asked Mr. Carroll why staff is making this recommendation.

Mr. Carroll replied that staff does not foresee a need for the right-of-way to alleviate traffic concerns and it has not been improved since 1985; therefore, staff does not see a need for it.

Mr. Gooding cross-examined Mr. Carroll at length (audio is available in the Clerk's Office). At the end of his questions, he requested to make a presentation to the Commission.

Mr. Gooding stated he was concerned he may be wasting his time as it was his understanding from his colleague Mr. Waugh that this application was discussed at some length by the Commission at Monday's meeting, and it sounded like the Commission may have made their minds up. He stated that he thought the Commissioners are supposed to base their decision today on what they hear at today's hearing; not what they have been told before or misconceptions heard before today, including the misconception that the streets in this subdivision were private roads. He stated they are not; they are public roads.

In summary (audio version available in the Clerk's office), Mr. Gooding stated there are several reasons they believe this vacation application should be denied, and that they have sent a letter to Mr. Schroth outlining their position. He reviewed the reasons outlined in the letter and they included: 1) procedural and substantive defects in the resolution and that the Town is equitably estopped; 2) the ordinance is questionable as to discretion; and 3) condemnation, due process and Bert Harris Act. Mr. Gooding commented that he believed the Town proceeded in undue haste on this matter, and could be responsible for punitive damages even if the resolution was passed and was not repealed.

Commissioner Richards commented on the procedural problems mentioned by Mr. Gooding. He stated this is a case where the adjacent owners are asking for the plat; there is no provision in there if the Town determines to vacate something through the Town Manager' recommendation.

Mr. Gooding agreed, but stated this deals with that situation. He stated that The Villages owns the two lots on either side, and they might sign a petition, but they do not have to, and the Town needs to abide by its own ordinances.

Commissioner Richards asked Mr. Schroth if The Villages requested a vacation of that property back in 2013 and then backed away from it when there were concerns about a lawsuit and worries about it being landlocked.

Mr. Schroth replied that The Villages, through a deed restriction, attempted to extinguish the public's right to this portion of Bowersox, which they cannot do by an amended deed restriction. He stated their intent was to try to eliminate the public's right to that portion of Bowersox.

Mr. Gooding continued with his presentation and explained what his client was attempting to do with this project on his property. He stated that The Villages Hospital is expanding and needs additional parking, so they are putting a parking lot on property they already own north of US Hwy 441 and this was the location of their existing retention area. The hospital then purchased property from CORE to relocate the DRA, and they have a proposed plat that has been approved with a two lot subdivision; one for Mr. Brown's residence and the other for the drainage retention area which is in the process of building.

Mr. Gooding stated that if the Town vacates this right-of-way, the process is in jeopardy as the improvement plans were based upon the assumption that the client would have access from

Bowersox, and the improvement plans requires that the client build a road from Bowersox to his residential lot. He stated the reason for that is you cannot have a lot without legal access, and Lake County is requiring them to build that road. Mr. Gooding stated that if his client cannot get the final plat recorded because of the legal access issue, it will have a cascading effect that will be disastrous to his client and harmful to the public. He stated they have discussed this with the County, and a variance may be requested, but if it is not granted and Bowersox is vacated, then the client will not have legal access and the final plat will not be recorded; which would result in the DRA not being used, Sumter County would not approve the parking lot, CORE may have to pay damages to the hospital, and the hospital employees will not have a place to park. Mr. Gooding stated this would violate his client's constitutional and property rights, and would have cascading effects that would be harmful to the community. He stated that Mr. Brown currently uses a dirt road which goes across the undeveloped commercial property to the west, owned by CORE, to access his property, but Bowersox would be the only legal access as CORE will be developing the commercial property and they do not like a residential street serving only one resident going through the middle of it. Mr. Gooding stated that the property will still not front on a public road and most local governments require frontage on a public road in order to build or repair improvements. He stated the right of access is a property right and if a road is vacated lawfully, the local government would still have to compensate the owner if there is a total deprivation of access and could result in a lawsuit.

Mr. Schroth asked Mr. Gooding if he wanted to make the October 22, 2014 letter from Mr. Waugh part of the public record.

Mr. Gooding replied that he did, and he also turned in a copy of the Town's Municode process for the ordinance, as well as the plans that were shown during the meeting.

Mr. Schroth stated he also had a copy of the letter the Mayor referenced from The Villages dated July 22, 2013 for the record.

Commissioner Richards asked if there is an easement for the 5' diameter pipe the Little Sumter Stormwater Facilities Property Owners Association ran a quarter mile to drain the retention area which crosses Mr. Brown's property and CORE's property, and if so, how wide is it.

Mr. Gooding replied that there is a drainage easement of approximately 40' and it is for drainage only and for maintaining the pipe, and does not extend to the Brown parcel. He stated that CORE currently allows golf cart access across their property from The Villages to access Lowe's, and Mr. Brown was considering allowing golf cart access through Bowersox and it would benefit CORE. He stated there is no immediate plan for it.

Commissioner Richards interjected that he believes there is a 60' right-of-way which goes all the way to the CORE property and totally encircles the Brown property.

Mr. Gooding stated that the road would end at the Brown residence.

Commissioner Hannan stated that he does not agree with everything presented this evening and would prefer discussing things with Mr. Brown rather than his lawyer.

Mr. Gooding stated that his client is exasperated and worn out, but he will ask him if he would like to speak.

Mr. Schroth stated the meeting will be re-opened to the public in that event.

Commissioner Hannan stated that he and two other members of the Commission live in The Villages, and that he wanted to talk about golf cart access. He stated that he would understand if Mr. Brown cut off access to golf carts through his property to Lowe's if this was passed, but that he pays amenity fees to access the facilities in The Villages and he does not want more golf carts coming into The Villages from outside of The Villages.

Ron Brown stated he understood and respected Commissioner Hannan's position, but anyone who came in through there would be coming into Lady Lake public roads, not The Villages. He stated he does not believe the amenity fees residents of The Villages pay go toward maintaining public roads. Mr. Brown stated he has owned the property at Bowersox for 16 years and has let everyone go across his private land without payment of fees as it is good for the whole community, but that he has not let anyone go through Bowersox to access the public streets. He stated he does not like this action, and believes The Villages is behind it as they purchased the two properties on either side of the right-of-way prior to the right-of-way vacation request.

Commissioner Hannan commented that The Villages has purchased about 40 other properties in the area and that his main concern is golf cart access.

Mr. Brown stated his lawyer sat down with the Town Manager and Mr. Schroth to try to work this out, and that he offered to put in a security gate at his expense for his access to Bowersox.

Town Manager Kris Kollgaard commented that, during the meeting Mr. Brown referred to, it was her understanding that the offer of a security gate was to restrict the vehicles, but to open it up to golf cart access.

Mr. Gooding replied that they were willing to talk to the Town about it, but they were not planning on giving up on golf carts forever at that time.

Commissioner Richards commented that at the time of the Berlin Wall incident, The Villages came in with a vacation request for this area with the idea of building a house there and there was concern that Mr. Brown would be landlocked. He stated that now that the land swaps have been made and the easements have been done, Mr. Brown has landlocked himself with the utility district and CORE completely encircling him. Commissioner Richards stated that it is his opinion that the best use of that vacant lot would be a house lot, where someone would pay taxes; living and contributing to the Town of Lady Lake. He stated Mr. Brown has another form of access, and he was concerned about the flow of water to low spots on West Schwartz Boulevard when they filled in the retention pond, but he did not consider that Mr. Brown was landlocked once he saw the plans showing the easements and right-of-ways. He stated he was in favor of it.

Mr. Schroth asked if there was any public comment at this point, and seeing none, closed the public comment portion of the hearing.

Mayor Kussard stated she has driven Bowersox on a number of occasions and that it is nothing more than a paper road; there have been two posts with a wire strung across it to prevent access in the past, and recently, two signs have been put up in their place. She stated the owner of the property to the west is not landlocked as he has two other areas of ingress and egress; from the west via Sumter County, which has been used as the primary means of access to his residence, and neither of these two areas go through a residential area.

Mayor Kussard stated she has listened to complaints from residents who feel their quality of life and peace of mind will be greatly reduced if this right-of-way vacation is not passed, and she feels she has no choice but to agree to the vacation of the right-of-way. She stated her reasons are: 1) that the lot has never been improved; 2) the right-of-way will not be needed by the Town to alleviate traffic concerns and has no present or future benefits to the Town; 3) no negative effects are projected if the request to vacate the right-of-way is granted; and 4) it is in the best interest of the Town and its residents, and promotes the health, safety and welfare of the Town's residents.

Commissioner Hannan made a motion to table the decision on Resolution No. 2014-119 – Vacating a Portion of Bowersox Drive Right-of-Way Between Lot 1428 and Lot 1411 of Orange Blossom Gardens – Unit No. 7, Town of Lady Lake until the next Commission meeting to allow more discussion, and Commissioner Holden seconded the motion.

After discussion and upon further clarification by the Town Attorney, the motion was denied by the following roll call vote:

HOLDEN	***NO***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***NO***
KUSSARD	***NO***

Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission voted to approve Resolution No. 2014-119 – Vacating a Portion of Bowersox Drive Right-of-Way Between Lot 1428 and Lot 1411 of Orange Blossom Gardens – Unit No. 7, Town of Lady Lake, by the following roll call vote:

HOLDEN	***YES***
VINCENT	***NO***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

5. <u>Ordinance No. 2014-09 – First Reading – Medical Marijuana Moratorium (Derek Schroth)</u>

Town Attorney Derek Schroth stated for the public that this ordinance is for a moratorium on medical marijuana, and that he had drafted a memorandum for the Commission. He explained

that Amendment 2 will essentially legalize the cultivation, distribution and prescription of medical marijuana. Mr. Schroth read the ordinance by title only.

The background summary for this agenda item (on file in the Clerk's office) states that in the event that the Florida Right to Medical Marijuana Initiative, Amendment 2, is passed after the November 4, 2014 general election, this ordinance will allow the Town time to observe what other communities are doing and to see what is working, and will allow the Town time to thoughtfully draft ordinances regulating medical marijuana. The second reading of this ordinance is scheduled for consideration on Monday, November 3, 2014, and will be in place just prior to the election on November 4, 2014 if passed.

Commissioner Richards commented that he would follow the advice of the Town Attorney on this issue.

Town Manager Kris Kollgaard reported that second/final reading is scheduled for the November 3, 2014 Commission meeting.

Mayor Kussard asked if anyone in the public would like to comment on this ordinance. There were no comments.

Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the Commission voted to approve Ordinance No. 2014-09 – First Reading – Medical Marijuana Moratorium, by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

6. ADJOURN: There being no further discussion; the meeting was adjourned at 10:08 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

DRAFT

G-2

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3, 2014

SUBJECT: Consideration to Continue the Lease Agreement between the Town and the Lady Lake Dog Park Association

STAFF RECOMMENDED MOTION: Approval to Continue the Lease Agreement between the Town and the Lady Lake Dog Park Association

SUMMARY: The Lady Lake Dog Park Association desires to once again renew its' lease with the Town of Lady Lake. The agreement will terminate on September 30, 2015 and will have a one year term. The dates are the main changes to this document. The Town Attorney has reviewed the insurance, and the required changes were made to the insurance by the Lady Lake Dog Park Association. Please see the attached documents.

FISCAL IMPACT: $395.69 last year for water and $10.00 revenue for rent. Town pays water.

[ ] Capital Budget
[X] Operating
[ ] Other (Revenue)

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

[ ] Other [X] Support Documents: Original lease agreements will be available in the Clerk's Office

DEPARTMENT HEAD:	**Submitted:** 10/23/14	**Date:** 11/03/14
FINANCE DEPARTMENT JRm	**Approved as to Budget Requirements** 10/27/14	**Date**
HR	**Approved as to Form** 10-23-14	**Date** 11-03-15
TOWN MANAGER	**Approved Agenda Item for:** 11/3/14	**Date** 10/27/14

COMMISSION ACTION:

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

[ ] Continued to Date Certain [ ] Approved with Modification

Draft with changes struck through

"DOG PARK" LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, Lady Lake, Florida (hereinafter referred to as "LESSOR"), and the GREATER LADY LAKE DOG PARK ASSOCIATION, INC., whose address is P.O. Box 1559, Lady Lake, Florida 32159 (hereinafter referred to as "LESSEE").

RECITALS

1. LESSOR is the owner of the Lady Lake Dog Park (the previous "Rolling Acres Utility Site").
2. LESSEE desires to lease a portion of the Rolling Acres Sports Complex for the purpose of operating a dog park thereon.
3. LESSOR agrees to lease approximately one acre of the previous Rolling Acres Utility Site to be used as a dog park (hereinafter referred to as the "Dog Park").

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 LESSEE, and LESSEE hereby leases from LESSOR, the Dog Park.
2. Use of Demised Premises. LESSEE shall use the demised premises only for the purpose of operating and managing a Dog Park. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. For purposes of this Agreement, the term "Dog Park" shall mean a fenced area which is used to provide exercise and recreation for unleashed dogs that are under the supervision of their respective owners. LESSEE shall be responsible for establishing appropriate rules and regulations to assure compliance with the terms of this Agreement.
3. Term. This Lease shall be for a one (1) year term, beginning September 30, 2014 ~~2013~~ and ending on September 30, 2015~~, 2014~~ unless terminated pursuant to the terms stated herein. Rent. The total annual rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be $10.00 dollars per year.

4. Maintenance. LESSEE shall be responsible for maintaining any improvements installed by LESSEE (i.e. fences, signs, paths), and shall keep the Dog Park in a clean condition by placing all garbage and solid waste in a waste receptacle on the site on a daily basis, and restoring the Dog Park to a clean and sanitary condition after each use. It shall be the responsibility of LESSEE to contract to have a waste receptacle located on the site. LESSOR agrees to maintain the Dog Park grounds in a manner consistent with other public areas maintained by the TOWN.

5. Alterations. LESSEE shall make no changes or alterations to the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become the property of LESSOR upon the termination of this Lease Agreement.

6. Assignment and Subletting Lease. Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.

7. **Insurance.** THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC. shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.

~~Insurance. LESSEE agrees to purchase liability insurance to protect LESSOR against any damages which may occur during the time LESSEE 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 LESSEE, including but not limited to patrons, volunteers, employees, guests and pets using the Dog Park, in an amount not less than $300,000.00 per person and $1,000,000.00 per occurrence. LESSEE shall immediately provide LESSOR with proof of its insurance as required herein; otherwise LESSOR may terminate this Lease Agreement. The Lady Lake Dog Park Association shall make the TOWN the certificate holder on the insurance provided to the Town.~~

8. Release, Assumption of Risk and Waiver of Liability. LESSEE hereby acknowledges that there are certain inherent risks and danger associated with the operation of a Dog Park due to the close contact of dogs and their owners, and the limited control of dogs under such conditions. LESSEE further acknowledges and expressly agrees that the foregoing waiver and release is intended to be as broad and inclusive as Florida law allows and that should any portion of this Agreement be held invalid, the balance of the agreement shall continue in full legal force and effect. LESSEE UNDERSTANDS that LESSOR (i) does not intend to and will not supervise those participating in the Dog Park; (ii] does not intend to and will not conduct an investigation of those participating in the Dog Park; (iii) does not warrant the condition or safety of the area to be used for the Dog Park; and (iv) will not give advice on the safe operation of a Dog Park. LESSEE clearly understands that participating in the Dog Park poses inherent dangers, and involves the **risk of serious injury and death.** LESSEE fully and explicitly assumes this risk. LESSEE agrees that it

has READ AND **VOLUNTARILY** AND **KNOWINGLY** SIGNED THIS **RELEASE, ASSUMPTION OF RISKS**, AND WAIVER OF LIABILITY and LESSEE further agrees that no oral representations, statements, or inducements apart from the foregoing agreement have been made to LESSEE. LESSEE agrees that it has read and understands this document, has executed it freely and voluntarily, has had ample time to seek the advice of legal counsel and has voluntarily waived the right to counsel in the negotiation, preparation, and execution of this Lease Agreement.

9. Hold Harmless and Indemnification. LESSOR shall not be responsible for or liable in any way for any personal or property damage that occurs as a result of LESSEE's operation of the Dog Park. LESSEE shall indemnify and hold harmless the TOWN from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, in connection or association with LESSEE's operation of the Dog Park, including but not limited to either (i) any injury or damage to LESSEE's property, or the property of any of LESSEE's agents, patrons, guests, or invitees; (ii) any negligent or willful act or omission by LESSEE, or any of LESSEE's agents, patrons, guests, or invitees, or (iii) injury to or death of any person or animal or loss or damage to any property.

10. Hours of Operation. The Dog Park shall only be operated from 8:00 A.M. to 12:00 P.M. Monday – Sunday annually. Any variation must be approved in advance by the Town Manager.

11. Conflicts with Other Activities at the Rolling Acres Sports Complex. From time to time, the TOWN authorizes the use of the park for various organized events. Other organized activities scheduled for the Rolling Acres Sports Complex shall take precedence over the Dog Park's operations, and therefore, the Dog Park shall remain closed at such times. The TOWN Director of Parks and Recreation shall provide LESSEE with prior notification of scheduled events.

12. Parking. It shall be the responsibility of LESSEE to assure that parking for the Dog Park occurs in those areas designated for parking. Failure to enforce parking restrictions shall result in a breach of this Lease Agreement.

13. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intention to terminate

the same not less than sixty (60) days before the date of termination. In the event LESSEE 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 LESSEE.

14. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.

15. Failure to Maintain Dog Park in Clean, Safe, and Sanitary Condition, and Failure to Prevent or Correct Nuisance Activities. It shall be the sole responsibility of LESSEE to maintain the Dog Park in a clean, safe and sanitary condition, and to formulate and enforce rules and regulations to assure that activities associated with operation of the Dog Park do not result in a public nuisance, as determined by the Town Commission. Failure to do so shall result in a breach of this Lease Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the day of _____, 2014. ~~2013~~

TOWN OF LADY LAKE:

_____
Ruth Kussard, MAYOR

TOWN OF LADY LAKE:

_____
Kris Kollgaard, Town Manager

LESSEE-THE GREATER
LADY LAKE DOG PARK
ASSOCIATION

_____
PRESIDENT

Town of Lady Lake:

_____
Derek Schroth, Town Attorney

Indemnity. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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.

~~**Insurance.** THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC. 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.~~

Signed in the presence of
the following witnesses:

_____
(Participant Name and Signature)

_____
(Witness name and signature)

OLD

"DOG PARK"
LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, Lady Lake, Florida (hereinafter referred to as "LESSOR"), and the GREATER LADY LAKE DOG PARK ASSOCIATION, INC., whose address is P.O. Box 1559, Lady Lake, Florida 32159 (hereinafter referred to as "LESSEE").

RECITALS

1. LESSOR is the owner of the Lady Lake Dog Park (the previous "Rolling Acres Utility Site").

2. LESSEE desires to lease a portion of the Rolling Acres Sports Complex for the purpose of operating a dog park thereon.

3. LESSOR agrees to lease approximately one acre of the previous Rolling Acres Utility Site to be used as a dog park (hereinafter referred to as the "Dog Park").

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 LESSEE, and LESSEE hereby leases from LESSOR, the Dog Park.

2. Use of Demised Premises. LESSEE shall use the demised premises only for the purpose of operating and managing a Dog Park. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. For purposes of this Agreement, the term "Dog Park" shall mean a fenced area which is used to provide exercise and recreation for unleashed dogs that are under the supervision of their respective owners. LESSEE shall be responsible for establishing appropriate rules and regulations to assure compliance with the terms of this Agreement.

3. Term. This Lease shall be for a one (1) year term, beginning September 30, 2013 and ending on September 30, 2014, unless terminated pursuant to the terms stated herein. Rent. The total annual rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be $10.00 dollars per year.

4. Maintenance. LESSEE shall be responsible for maintaining any improvements installed by LESSEE (i.e. fences, signs, paths), and shall keep the Dog Park in a clean condition by placing all garbage and solid waste in a waste receptacle on the site on a daily basis, and restoring the Dog Park to a clean and sanitary condition after each use. It shall be the responsibility of LESSEE to contract to have a waste receptacle located

on the site. LESSOR agrees to maintain the Dog Park grounds in a manner consistent with other public areas maintained by the TOWN.

5. Alterations. LESSEE shall make no changes or alterations to the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become the property of LESSOR upon the termination of this Lease Agreement.

6. Insurance. LESSEE agrees to purchase liability insurance to protect LESSOR against any damages which may occur during the time LESSEE 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 LESSEE, including but not limited to patrons, volunteers, employees, guests and pets using the Dog Park, in an amount not less than $300,000.00 per person and $1,000,000.00 per occurrence. LESSEE shall immediately provide LESSOR with proof of its insurance as required herein; otherwise LESSOR may terminate this Lease Agreement. The Lady Lake Dog Park Association shall make the TOWN the certificate holder on the insurance provided to the Town.

7. Assignment and Subletting Lease. Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.

8. Release, Assumption of Risk and Waiver of Liability. LESSEE hereby acknowledges that there are certain inherent risks and danger associated with the operation of a Dog Park due to the close contact of dogs and their owners, and the limited control of dogs under such conditions. LESSEE further acknowledges and expressly agrees that the foregoing waiver and release is intended to be as broad and inclusive as Florida law allows and that should any portion of this Agreement be held invalid, the balance of the agreement shall continue in full legal force and effect. LESSEE UNDERSTANDS that LESSOR (i) does not intend to and will not supervise those participating in the Dog Park; (ii] does not intend to and will not conduct an investigation of those participating in the Dog Park; (iii) does not warrant the condition or safety of the area to be used for the Dog Park; and (iv) will not give advice on the safe operation of a Dog Park. LESSEE clearly understands that participating in the Dog Park poses inherent dangers, and involves the **risk of serious injury and death.** LESSEE fully and explicitly assumes this risk. LESSEE agrees that it has READ AND **VOLUNTARILY** AND **KNOWINGLY** SIGNED THIS **RELEASE, ASSUMPTION OF RISKS,** AND WAIVER OF LIABILITY and LESSEE further agrees that no oral representations, statements, or inducements apart from the foregoing agreement have been made to LESSEE. LESSEE agrees that it has read and understands this document, has executed it freely and voluntarily, has had ample time to seek the advice of legal counsel and has voluntarily waived the right to counsel in the negotiation, preparation, and execution of this Lease Agreement.

9. Hold Harmless and Indemnification. LESSOR shall not be responsible for or liable in any way for any personal or property damage that occurs as a result of LESSEE's operation of the Dog Park. LESSEE shall indemnify and hold harmless the TOWN from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, in connection or association with LESSEE's operation of the Dog Park, including but not limited to either (i) any injury or damage to LESSEE's property, or the property of any of LESSEE's agents, patrons, guests, or invitees; (ii) any negligent or willful act or omission by LESSEE, or any of LESSEE's agents, patrons, guests, or invitees, or (iii) injury to or death of any person or animal or loss or damage to any property.

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14. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.

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IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument by their respective officers duly authorized to execute the same, as of this 1ST day of OCTOBER, 2013.

TOWN OF LADY LAKE:

Kris Kollgaard, Town Manager

Jim Richards, Mayor

Derek Schroth, Town Attorney

LESSEE-THE GREATER LADY LAKE DOG PARK ASSOCIATION:

Livia Gabryniak / Secretary
President

Indemnity. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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.

Insurance. The TOWN 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.

Signed in the presence of the following witnesses:

Livia Gasgniak / Secretary
(Participant Name and Signature)

Mike Burske
(Witness name and signature)

NEW

"DOG PARK" LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, Lady Lake, Florida (hereinafter referred to as "LESSOR"), and the GREATER LADY LAKE DOG PARK ASSOCIATION, INC., whose address is P.O. Box 1559, Lady Lake, Florida 32159 (hereinafter referred to as "LESSEE").

RECITALS

- LESSOR is the owner of the Lady Lake Dog Park (the previous "Rolling Acres Utility Site").
- LESSEE desires to lease a portion of the Rolling Acres Sports Complex for the purpose of operating a dog park thereon.
- LESSOR agrees to lease approximately one acre of the previous Rolling Acres Utility Site to be used as a dog park (hereinafter referred to as the "Dog Park").

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 LESSEE, and LESSEE hereby leases from LESSOR, the Dog Park.
2. Use of Demised Premises. LESSEE shall use the demised premises only for the purpose of operating and managing a Dog Park. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. For purposes of this Agreement, the term "Dog Park" shall mean a fenced area which is used to provide exercise and recreation for unleashed dogs that are under the supervision of their respective owners. LESSEE shall be responsible for establishing appropriate rules and regulations to assure compliance with the terms of this Agreement.
3. Term. This Lease shall be for a one (1) year term, beginning September 30, 2014 and ending on September 30, 2015, unless terminated pursuant to the terms stated herein. Rent. The total annual rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be $10.00 dollars per year.
4. Maintenance. LESSEE shall be responsible for maintaining any improvements installed by LESSEE (i.e. fences, signs, paths), and shall keep the Dog Park in a clean condition by placing all garbage and solid waste in a waste receptacle on the site on a daily basis, and restoring the Dog Park to a clean and sanitary condition after each use. It shall be the responsibility of LESSEE to contract to have a waste receptacle located on the site. LESSOR agrees to maintain the Dog Park grounds in a manner consistent with other public areas maintained by the TOWN.
5. Alterations. LESSEE shall make no changes or alterations to the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become the property of LESSOR upon the termination of this Lease Agreement.

6. Assignment and Subletting Lease. Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.

7. **Insurance.** THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC. shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.

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ample time to seek the advice of legal counsel and has voluntarily waived the right to counsel in the negotiation, preparation, and execution of this Lease Agreement.

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13. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intention to terminate the same not less than sixty (60) days before the date of termination. In the event LESSEE 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 LESSEE.

14. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.

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IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the 3rd day of November, 2014.

TOWN OF LADY LAKE

_____
Ruth Kussard, Mayor

Attest:

_____
Kris Kollgaard, Town Clerk

Approved as to form:

_____
Derek Schroth, Town Attorney

LESSEE-THE GREATERLADY LAKE DOG PARK ASSOCIATION

_____
PRESIDENT

Indemnity. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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 GREATER LADY LAKE DOG PARK ASSOCIATION, INC., 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)

Reply Reply to all Forward | Close | Help

You forwarded this message on 10/20/2014 10:48 AM.

From: Derek Schroth [dschroth@bowenschroth.com] Sent: Tue 10/7/2014 4:54 PM

To: Mike Burske

Cc: Kris Kollgaard

Subject: RE: Dog Park Lease Agreement

Attachments:

View As Web Page

Good Afternoon Mike:

We contacted the certificate issuer and they have informed us this policy does not have the Town of Lady Lake named as an additional insured. The lease requires that the Town be named as an additional insured and not just a certificate holder. This revision must be made to the policy in order to comply with the lease. Thank you.

— Town added as seen on policy!

Sincerely,

DEREK A. SCHROTH
BOWEN & SCHROTH, P.A.
600 Jennings Ave.
Eustis, Florida 32726
Telephone: (352) 589-1414
Facsimile: (352) 589-1726
Florida Bar No. 0352070
Web Site: www.bowenschroth.com

Florida Bar Board Certified in City, County and Local Government Law.

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-----Original Message-----
From: Mike Burske [mailto:mburske@ladylake.org]
Sent: Friday, September 26, 2014 1:29 PM
To: dschroth@brslegal.com
Subject: Dog Park Lease Agreement

Derek, as attached for the Dog Park Lease. The insurance is our main focus....Mike

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2014

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
ALL IN ONE INSURANCE
526 N US Hwy 441/27
Lady Lake, FL 32159

CONTACT NAME:
PHONE (A/C, No, Ext): (352) 674-9015 FAX (A/C, No): (352) 674-9037
E-MAIL ADDRESS: bsabotka@bellsouth.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: NAUTLIUS INS CO/FIRESTONE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
THE GREATER LADY LAKE DOG PARK
PO BOX 1599
LADY LAKE, FL 32159

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NN388014	04/15/14	04/15/15	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ INCLUDED
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Town of Lady Lake is named as Additional Insured as respects work being performed by the insured under contract ATIMA for General Liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Barbara Sabotka

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G-3

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3rd, 2014

SUBJECT: Consideration of Renewal of Inspection Plus Contract with Simplex Grinnell.

DEPARTMENT: Town Wide

STAFF RECOMMENDED MOTION: Approve the one year renewal of the Inspection Plus Contract with Simplex Grinnell.

SUMMARY: Simplex Grinnell provides security related services to the Town as contracted to do in 2010. Attached is a one year term renewal of the previously approved contract. Staff recommends approval of the renewal since there is no increase in costs or changes in services and contract terms. This is a budgeted item.

FISCAL IMPACT: $28,651.00

[ ] Capital Budget
[ ] Operating
[X] Other – Various Departments

ATTACHMENTS: **[ ] Ordinance** **[ ] Resolution** **[ ] Budget Resolution**
[ ] Other
[X] Support Documents – Contract Renewal with Simplex Grinnell

DEPARTMENT HEAD	**Submitted**	**Date:** 10/23/2014
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT JRM	**Approved as to Budget Requirements**	**Date** 10/23/14
TOWN MANAGER	**Approved Agenda Item for:** 11-3-14	**Date** 10-23-14

COMMISSION ACTION:

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

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

Town of Lady Lake - Public Works

Custom Prepared For

Town of Lady Lake

Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Police Station
423 Fennell Blvd
Lady Lake, FL

SimplexGrinnell Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX PROG 4010 SYSTEM	Annual	
CCTV Test & Inspect - Parts and Labor CCTV SYSTEM	Annual	
Sprinkler Test & Inspect WET SPRINKLER SYSTEM	Quarterly	
Access Control Test & Inspect - Parts and Labor ISECURE SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX 3007 SYSTEM	Annual	
INTRUSION- MONITORING SIMPLEX 3007 SYSTEM		
Emergency Exit Lights Test & Inspect EMERGENCY EXIT LIGHT SYSTEM	Annual	

Total Recurring Annual Investment: $6,858.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - PUBLIC WORKS
136 Skyline Drive
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Sprinkler Test & Inspect WET SPRINKLER SYSTEM	Quarterly	
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX PROG 4010 SYSTEM	Annual	
Emergency Exit Lights Test & Inspect EMERGENCY EXIT LIGHT SYSTEM	Annual	
ALARM & DETECTION- MONITORING SIMPLEX PROG 4010 SYSTEM		
Suppression Gas Systems Test & Inspect OTHER SUPPRESSION GAS SYSTEM	Semi-Annual	

Total Recurring Annual Investment: $3,405.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - TOWNHALL / ADMIN
409 Fennell Blvd
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
Emergency Exit Lights Test & Inspect EMERGENCY EXIT LIGHT SYSTEM	Annual	

Total Recurring Annual Investment: $514.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Finance Dept
409 Fennell Blvd
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(***Excludes applicable Sales Tax*** ▪ ***Service Solution Valid for 45 Days***)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Suppression Gas Systems Test & Inspect FM200 SYSTEM	Semi-Annual	

Total Recurring Annual Investment: $515.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Log Cabin
106 S HWY 27/441
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $665.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Animal Control
136 Skyline Drive
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM	Annual	
Emergency Exit Lights Test & Inspect EMERGENCY EXIT LIGHT SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $1,145.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Well House #1
126 Clay Avenue
Lady Lake, FL

SimplexGrinnell Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Access Control Test & Inspect - Parts and Labor ISECURE SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $1,460.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Parks and Recreation
260 Rolling Acres
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX PROG 4010 SYSTEM	Annual	
ALARM & DETECTION- MONITORING SIMPLEX PROG 4010 SYSTEM		
Fire Emergency Lights Test & Inspect FIRE EMERGENCY LIGHTS	Annual	

Total Recurring Annual Investment: $2,196.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - New Library
225 West Guava Street
Lady Lake, FL

SimplexGrinnell Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SIMPLEX PROG 4010 SYSTEM	Annual	
ALARM & DETECTION- MONITORING SIMPLEX PROG 4010 SYSTEM		
Sprinkler Test & Inspect WET SPRINKLER SYSTEM	Quarterly	
Emergency Exit Lights Test & Inspect EMERGENCY EXIT LIGHT SYSTEM	Annual	
CCTV Test & Inspect - Parts and Labor CCTV SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
Access Control Test & Inspect - Parts and Labor ISECURE SYSTEM	Annual	

Total Recurring Annual Investment: $6,509.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Motor Pool
136 Skyline Drive
Lady Lake, FL

SimplexGrinnell Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $400.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Well House 2
142 Shenandoah Ave
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Access Control Test & Inspect - Parts and Labor ISECURE SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $1,460.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Well House 3
150 Skyline Drive
Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Access Control Test & Inspect - Parts and Labor ISECURE SYSTEM	Annual	
Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) INTRUSION SYSTEM	Annual	
INTRUSION- MONITORING INTRUSION SYSTEM		

Total Recurring Annual Investment: $1,460.00

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Service Solution

Customer:
Town of Lady Lake
Date: 08-OCT-14
Proposal #:376256
Term:01-OCT-14 to 30-SEP-15

Billing Customer:
Town of Lady Lake
409 FENNELL BLVD
Attn: Accouning Dept.
LADY LAKE, FL 32159-3158

Service Location:
Town of Lady Lake - Youth Library

225 W Guava Street

Lady Lake, FL

SimplexGrinnell
Sales Representative:
Kelly Malloy
6830 Shadowridge Drive
ORLANDO, FL 32812
KMalloy@simplexgrinnell.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	FREQUENCY	INVESTMENT
Recurring Annual Investment		
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) SILENT KNIGHT PROGRAMMABLE FIRE ALARM SYS	Annual	
ALARM & DETECTION- MONITORING SILENT KNIGHT PROGRAMMABLE FIRE ALARM SYS		

Total Recurring Annual Investment: $2,064.00

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SUMMARY OF SERVICES

Access Control Test & Inspect - Parts and Labor - ISECURE SYSTEM

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED INTEGRATED SECURITY SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)
DOCUMENTATION:
Accessible components and devices shall be logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

CCTV Test & Inspect - Parts and Labor - CCTV SYSTEM

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED INTEGRATED SECURITY SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)
DOCUMENTATION:
Accessible components and devices shall be logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX 3007 SYSTEM

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED INTEGRATED SECURITY SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of

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system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)
DOCUMENTATION:
Accessible components and devices shall be logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:
Accessible components and devices logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX PROG 4010 SYSTEM

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

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TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:
Accessible components and devices logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SILENT KNIGHT PROGRAMMABLE FIRE ALARM SYS

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:
Accessible components and devices logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Intrusion Test & Inspect - Parts and Labor (Panel & Peripherals) - INTRUSION SYSTEM

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED INTEGRATED SECURITY SYSTEMS:
The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

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DOCUMENTATION:
Accessible components and devices shall be logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Emergency Exit Lights Test & Inspect - EMERGENCY EXIT LIGHT SYSTEM

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible emergency lighting listed. (See "List of Equipment" page for equipment to be tested).

DOCUMENTATION:
- Test results shall be provided.
- Each emergency light will have a sticker applied noting the month and year inspected. Note: Customer may request not to have a sticker placed on the emergency lights.
- Any discrepancies found will be noted.

Inspection documentation shall be provided to the Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements

Batteries, bulbs, and additional parts will be billed at the time of service in addition to this agreement.

Fire Emergency Lights Test & Inspect - FIRE EMERGENCY LIGHTS

TEST AND INSPECTION OVERVIEW:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible emergency lighting listed. (See "List of Equipment" page for equipment to be tested).

DOCUMENTATION:
- Test results shall be provided.
- Each emergency light will have a sticker applied noting the month and year inspected. Note: Customer may request not to have a sticker placed on the emergency lights.
- Any discrepancies found will be noted.

Inspection documentation shall be provided to the Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements

Batteries, bulbs, and additional parts will be billed at the time of service in addition to this agreement.

Suppression Gas Systems Test & Inspect - FM200 SYSTEM

TEST AND INSPECTION:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible special hazards fire suppression devices listed and currently connected to special hazards fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

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DOCUMENTATION:
Accessible components and devices logged for:
Location of each device tested, including system address or zone location
Test results and applicable voltage and pressure readings
Required device tags
Any discrepancies found noted (individually and on a separate summary page)
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Suppression Gas Systems Test & Inspect - OTHER SUPPRESSION GAS SYSTEM

TEST AND INSPECTION:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible special hazards fire suppression devices listed and currently connected to special hazards fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:
Accessible components and devices logged for:
Location of each device tested, including system address or zone location
Test results and applicable voltage and pressure readings
Required device tags
Any discrepancies found noted (individually and on a separate summary page)
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM

TEST AND INSPECTION:
SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:
Accessible components and devices logged for:
- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

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Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Smoke Detector Cleaning - 100% of Devices Annual

DETECTOR CLEANING SMOKE DETECTORS:
Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

Smoke Detector Sensitivity Testing - 100% of Devices Annual

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Smoke Detector Sensitivity Testing - 100% of Devices Every Other Year

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Smoke Detector Sensitivity Testing - 50% of Devices Annual

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

24/7 Service

24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Emergency service will be provided within 24 hours of notification unless a different response time has been outlined in the agreement. This service is not provided as a standard entitlement and is only provided at an additional cost.

SERVICE COVERAGE:
Silver Service Plan - Labor charged at standard service rates up to and including overtime
Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime
Gold Labor Service Plan - Panel Labor included. Parts not included
Gold Parts/Labor Service Plan - Parts and Labor included on Panel only
Platinum Service Plan - Parts and Labor Included on covered system

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Fire Alarm Monitoring Basic Service (Up to 100 Devices)

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

Burglar Alarm Monitoring Basic Service (Up to 100 Devices)

Alarm signal initiated by an intrusion alarm panel. Central Station will endeavor to notify the police department and Customer when an alarm signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

Fire/Burglar Alarm Monitoring Basic Service (Up to 100 Devices)

Alarm signal SimplexGrinnell initiated by a fire alarm or intrusion control panel. Central Station will endeavor to notify the fire department or police department as well as the Customer when an alarm signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

PANEL AND COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:
Additionally, these special provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of systems due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with the system. Replacement of faulty wires is also covered.

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:
Additionally, these special provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of systems due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards, monitors, and peripheral devices (smoke detectors, pull stations, etc) associated with the system. Replacement of faulty wires is also covered.

The replacement of any device on contracted systems will be equivalent to failed product if product is no longer available.

Battery replacement is included

This coverage will not be available for further renewal and will expire September 30, 2015.

This contract excludes the refill of the Special Hazard Systems, the Sprinkler Systems, and the Backflow located in the Public Works Facility and the Police Dept.

**Customer or SimplexGrinnell may terminate this agreement at anytime with or without cause upon written notice provided to Company at least 30 days prior to termination

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Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Town of Lady Lake** and is effective **01-OCT-14** to **30-SEP-15** (the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT: $28,651.00 - **Proposal # :** 376256

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Town of Lady Lake		**SimplexGrinnell**	
Signature:		Kelly Malloy	
Print Name:		Phone #:	(407) 949-1076
Title:		Fax #:	(407) 235-1150
Phone#:		License #: (If Applicable)	
Fax #:		Authorized Signature:	
Email:		Print Name:	Frank Mangel
PO#:		Title:	TSM
Date:		Date:	10/23/2014

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services ") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

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Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.**

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IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parities specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as " Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

Iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. (" NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

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which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater that 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

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TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3, 2014

SUBJECT: Consideration of approval to enter into a Memorandum of Understanding (MOU) with the Haven of Lake & Sumter Counties, Inc.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval for Chief McKinstry to sign a Memorandum of Understanding (MOU) with the Haven of Lake & Sumter Counties, Inc.

SUMMARY: The purpose of this Memorandum of Understanding is to coordinate services of the Lady Lake Police Department and Haven of Lake & Sumter Counties, Inc through partnership and collaboration. By participating in this agreement, all partners are expressing their commitment to work as equals within their own unique roles to accomplish their mission, while understanding that addressing the overall problem of domestic violence and child abuse requires a respectful, shared response. Town Attorney Derek Schroth has reviewed this MOU.

FISCAL IMPACT: 0

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

[X] Support Documents – Memorandum of Understanding

DEPARTMENT HEAD	Submitted	Date 10/23/2014
HR	Approved as to Form	Date 10-28-14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date 10/28/14
TOWN MANAGER	Approved Agenda Item for: 11/3/14	Date 10/28/14

Reviewed

COMMISSION ACTION:

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

[ ] Continued to Date Certain [ ] Approved with Modification

CHILD PROTECTION INVESTIGATIONS PROJECT: MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to coordinate services of the Lady Lake Police Department and Haven of Lake & Sumter Counties, Inc through partnership and collaboration. By participating in this agreement, all partners are expressing their commitment to work as equals within their own unique roles to accomplish their mission, while understanding that addressing the overall problem of domestic violence and child abuse requires a respectful, shared response.

I. DEFINITION: The Child Protection Investigations Project is for the purpose of increasing the resources, services, and advocacy available to survivors of domestic violence that have an open child abuse investigation, diversion case or are involved in the dependence process and are the non-offending parent. The project year will be from July1, 2014 to June 30, 2015.

II. DESCRIPTION OF PARTNERS

Haven of Lake & Sumter Counties, Inc. (Haven) is the certified provider of comprehensive services to adult survivors of domestic violence and their children in Lake & Sumter Counties. Haven's mission is to provide unduplicated services to victims of domestic violence and sexual assault.

Lady Lake Police Department represents the state of Florida in criminal prosecutions and lawsuits in the Town of Lady Lake, Lake County, Florida.

III. HISTORY OF RELATIONSHIP

Haven and **LADY LAKE POLICE DEPARTMENT** have demonstrated a history of successful collaborations since (YEAR).

IV. ROLES AND RESPONSIBILITIES

Haven and LADY LAKE POLICE DEPARTMENT will work together in the CPI Domestic Violence Child Welfare Project as indicated:

1. Leadership from Lady Lake Police Department and Haven of Lake and Sumter Counties will meet initially to develop protocols for screening, serving, and referring cases involving domestic violence. Lady Lake Police Department and Haven of Lake and Sumter Counties will ensure that the appropriate supervisors also attend the meeting(s) to establish communication procedures and guarantee consistent messaging with all staff involved with the project.

2. Leadership from Lady Lake Police Department and Haven of Lake and Sumter Counties will meet, on a quarterly basis along with other community partners to enhance adult and child survivor safety, increase perpetrator accountability, discuss and resolve barriers to collaboration, and develop strategies to resolve emerging issues that arise in the CPI Project. The Leadership Team members will assist in developing the project's mission and vision statements.

3. When possible, or in response to a critical need, Lady Lake Police Department will participate in CPI Project monthly meetings to discuss successes; address barriers to collaboration; and develop strategies to resolve emerging issues throughout the project period.

4. Haven and Lady Lake Police Department will invite and encourage local representatives from other agencies to attend the monthly meetings to broaden the participation in the effort to address the co—occurrence of domestic violence and child abuse. Upon request, Haven will conduct trainings on issues related to addressing the co-occurrence of domestic violence and child abuse, understanding batterer behavior, safety planning, and importance of services for staff members of Lady Lake Police Department.

5. Haven Domestic Violence Child Welfare advocate will provide support and referral services for survivors of domestic violence and their children. Haven will offer a range of direct services to the survivor and the children upon referral including options such as emergency shelter, outreach counseling, advocacy including with Lady Lake Police Department and other types of services as available and determined by the survivor.

6. Haven will share information regarding survivors of domestic violence as permitted by and in compliance with Florida confidentiality and privilege laws as outlined in Florida Statutes sections 39.908; 90.5035 and 90.5036, and the Federal Violence Against Women Act of 2005. The center agrees to inform the parent whenever Lady Lake Police Department requests information. However, communication between Haven and Lady Lake Police Department and Haven of Lake and Sumter Counties relating to a parent's confidential information is at the discretion of and with the informed, reasonably time-limited written consent of the parent.

7. Haven and Lady Lake Police Department will ensure all information released to community partners adheres to all applicable Florida and federal confidentiality and privilege laws, and any protocols agreed to by Lady Lake Police Department and Haven of Lake and Sumter Counties addressing information sharing and cooperation in domestic violence prevention and investigation.

8. Lady Lake Police Department will support the efforts of the child welfare agencies and the Domestic Violence Center to provide protection to the child and adult victims of abuse by enforcing all laws pertaining to child abuse and neglect and domestic violence and through the enforcement of court orders established by the injunctive process. In addition, Lady Lake Police Department will assume a leadership role with holding the perpetrator accountable through methods including, but not limited to: all legal enforcement activity and current criminal investigative strategies relating to domestic violence and child abuse incidents. Whenever legally possible, enhanced charges shall be utilized. Lady Lake Police Department will provide victims with information Haven of Lake and Sumter Counties and connect them with the local 24 hour domestic violence hotline or the Florida Domestic Violence Hotline if the victim would like to speak with a domestic violence advocate.

V. COMMITMENT

By signing this Memorandum of Understanding, the project partners acknowledge their commitment to achieve the stated purpose of the project. It is further agreed that this MOU can be amended at any time upon consent of all parties and will require renewal one year from the date of signing.

As indicated by my signature, I have read and agree with the Memorandum of Understanding.

_____ _____

Kelly Smallridge, Executive Director Date
Haven of Lake & Sumter Counties, Inc

_____ _____

Police Chief Chris McKinstry Date
Lady Lake Police Department

I-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3, 2014

SUBJECT: Consideration of approval to enter into a Memorandum of Understanding (MOU) with LifeStream Behavioral Center, Inc.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval for Chief McKinstry to sign a Memorandum of Understanding (MOU) with LifeStream Behavioral Center, Inc.

SUMMARY: The purpose of this Memorandum of Understanding is to coordinate services of the Lady Lake Police Department and LifeStream Behavioral Center, Inc through partnership and collaboration. By participating in this agreement, both partners are expressing their commitment to work as equals within their own unique roles to accomplish their mission to assist in building a community based system of care for justice involved persons with behavioral health disorders who meet criteria for a jail diversion program. Town Attorney Derek Schroth has reviewed this MOU.

FISCAL IMPACT: 0

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

[X] Support Documents – Memorandum of Understanding

DEPARTMENT HEAD	Submitted	Date 10/23/2014
HR	Approved as to Form	Date 10-28-14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date 10/28/14
TOWN MANAGER	Approved Agenda Item for: 11/3/14	Date 10/28/14

Reviewed

COMMISSION ACTION:

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

[ ] Continued to Date Certain [ ] Approved with Modification

Memorandum of Understanding
By and Between
The Lady Lake Police Department
and
LifeStream Behavioral Center, Inc.

THIS AGREEMENT, is originally made and entered into by and between The Lady Lake Police Department (hereinafter referred to as "**LLPD**"), a Law Enforcement Agency currently located at 423 Fennell Blvd., Lady Lake, Florida, 32159 and LifeStream Behavioral Center, Inc. (hereinafter referred to as "**LSBC**"), a non-profit organization located at P.O. Box 491000, Leesburg, Florida 34749-1000.

WHEREAS, The **LLPD** seeks a behavioral health stakeholder in support of **LSBC**'s Forensic Community Services Team (FCST) Jail Diversion program;

WHEREAS, **LSBC** desires to support **LLPD** to assist in building a community-based system of care for justice involved persons with behavioral health disorders who meet criteria for a jail diversion program;

LSBC agrees to offer intensive case management, treatment and rehabilitation services, case and program consultation, and other services as agreed on;

NOW, **THEREFORE**, in consideration of the above, and the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

The Lady Lake Police Department shall be responsible for the following:

A. The **LLPD** will commit to providing the following services in an effort to further assist in building a community-based system of care for persons with behavioral health disorders who meet criteria for a jail diversion program:

B. Data sharing;

C. Serve as a referral source;

D. Participate in quarterly FCST Partners Task Force meetings;

E. Assist in application of the guiding core elements for the Florida CIT Program, based on the CIT Memphis Model offered to law enforcement officers and first responders;

F. Send at least one **LLPD** patrol officer per year to receive Crisis Intervention Team (CIT) Training;

G. Divert people with a mental illness who are in crisis from the criminal justice system whenever possible which is consistent with the Baker Act or Marchman Act.

LifeStream Behavioral Center shall be responsible for the following:

A. **LSBC** will be the primary provider of community-based behavioral healthcare services in Lake County.

B. **LSBC** will assist in the facilitation of the 40-hour Crisis Intervention Training (CIT) program offered to law enforcement officers and first responders, and operate the Forensic Community Services Team (FCST).

C. Consultation/collaborative staffing availability including a 24/7 Crisis Line.

D. Medical records management for behavioral services and data collection and billing for behavioral health services.

E. Serve on Lake County Public Safety Coordinating Council to Improve law enforcement officer, consumer and overall community safety;

F. Provide training and consultation to better prepare law enforcement officers to handle crises involving people with mental illnesses, including those with co-occurring substance use disorders.

G. Divert people with a mental illness who are in crisis from the criminal justice system whenever possible which is consistent with the Baker Act or Marchman Act.

The term of this agreement shall be for three years beginning upon the date this agreement is signed by both parties. This agreement may be terminated with or without cause by either party upon giving thirty (30) days written notice sent as specified in NOTICE section of this agreement. This MOU is a natural extension of previous letters of support and the collaborative relationship that already exists. **LSBC** is well positioned to continue the FCST program and services to (a) maintain public safety; (b) reduce recidivism, and (c) promote recovery.

Notices: All notices, requests, demands and other communications with respect hereto will be in writing and will be delivered either by hand, with proof of delivery, or sent prepaid by air courier or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses designated below:

To LLPD:

Chris McKinstry, Chief of Police
Lady Lake Police Department
423 Fennell Boulevard
Lady Lake, Florida, 32159

To LSBC:

Jon Cherry, President/CEO
LifeStream Behavioral Center, Inc.
515 W. Main Street (34748)
P.O. Box 491000
Leesburg, Florida 34749-1000

This agreement is made and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State Agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or agreement.

This MOU is specific to the Lake County CJMHSA grant and is not intended to supersede or replace any current long standing MOU between **LLPD** and **LSBC**, but to act as a supplemental MOU between the two entities.

By signing below, each signatory represents that they have the authority to sign on behalf of their respective organizations.

Lady Lake Police Department

By: _____
Chris McKinstry
Chief of Police

Date: _____

LifeStream Behavioral Center, Inc.

By: _____
Jonathan M. Cherry,
President/CEO

Date: _____

J-6

TOWN COMMISSION AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 3, 2014 - First Reading

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SUBJECT: **Ordinance No. 2014-08 - Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting a Ninth Amendment to the Amended Development Order to reduce approved hotel rooms by 29 units and replace them with 48 townhomes/condominium units and to reflect the Land Use Allocations and Phasing Changes for the Hotel and Residential uses for the DRI.**

DEPARTMENT: **Growth Management**

STAFF RECOMMENDED MOTIONS:

1. **Recommendation of approval of Ordinance No. 2014-08-Minor Amendment to the Tri-County Villages Development of Regional Impact, Adopting a Ninth Amendment to the Amended Development Order.**

2. **Recommendation of denial of Ordinance No. 2014-08-Minor Amendment to the Tri-County Villages Development of Regional Impact, Adopting a Ninth Amendment to the Amended Development Order.**

Staff supports recommendation of Motion #1.

SUMMARY

Applicant Martin L. Dzuro on behalf of Central Florida Lodging, LLC, has submitted an application for a minor amendment to the Tri-County Villages of Lake Development of Regional Impact (DRI) development order. The DRI Development Order must be amended in order to convert 29 Hotel Rooms into 48 townhomes/condominium units and to show the acreage changes to Hotel and Residential. La Hacienda Hotel is located at 1201 Avenida Central, in Spanish Springs within The Village Town Center.

The Town Center Commercial category in the DRI is being amended to permit the townhomes/condominium use by amending the Phase Allocation table to identify townhomes/condominium units as a permitted use in the Town Center Commercial category. The Town of Lady Lake Comprehensive Plan and Zoning Designation of the property already permit the townhomes/condominium use.

In accordance with Florida Statute 380.06(19)(e)2, a local government can approve the amendment based on their local approval process. However, courtesy copies of the

proposed amendment have been provided, under separate cover, to the East Central Florida Regional Planning Council (ECFRPC), Withlacoochee Regional Planning Council (WRPC) and the Florida Department of Economic Opportunity (DEO). The statute does require that a copy of the adopted amendment be submitted to the ECFRPC, WRPC and DEO pursuant to Section 380.06(19)(e)2., F.S.

Traffic: On a correspondence dated 10-17-2014 (please see enclosed), the MPO determined that reducing the number of approved hotel rooms by 29 and replacing them with 48 residential condominiums will result in no net new trips.

Note: Prior to the Planning and Zoning Board meeting, the MPO was not able to substantiate the methodology of the Villages Traffic Study, therefore the applicant agreed to an exchange of 42 Hotel Rooms for the 48 Condo/Townhome units, should it be found necessary pending the finding of the MPO. As noted by the October 17, 2014 correspondence, the MPO does concur with the original proposed exchange of 29 Hotel Units for the 48 Condo/Townhome units for equivalency of traffic impacts.

Open Space: The amendment would also not reduce conservation lands or open space in the DRI. All of the subject property is designated as Town Center Commercial on the DRI Master Plan and none of the subject property is classified as Open Space or Conservation within the DRI. There are lands designated as Open Space and Conservation within the DRI but those lands are not impacted by this change.

Other Impacts: This amendment will have no impact to the Town's Water and Sewer Utilities, as these Town services are not provided to the Villages properties. In addition, no impacts to schools, parks and recreation, or library services will occur as a result of approval of the proposed amendment.

Based upon the evaluation of the justification as provided above, this amendment meets the criteria in s.380.06(19)(e)2.k. because the amendment 1) does not generate an increase in external vehicle trips, and 2) the amendment does not reduce any approved open space or conservation areas in the DRI. The applicant has provided the Department's determination letter with the application.

Changes to Map H-1 as a result of the amendment are as follows, reflecting the conversion of the allocation of 29 hotel rooms to 48 residential units:

Original Map H-1 (Exhibit B) January 2014

Hotel Rooms	333
Residential Units	2,060

Amended Map H-1 (Exhibit 1) September 2014

Hotel Rooms	304
Residential Units	2,108

Notices to inform the surrounding property owners (5) within 150' of the subject property of the proposed amendment were mailed by certified mail return receipt on Monday, September 29, 2014. The property was also posted on Monday, September 29, 2014

Past Actions:

The members of the **Technical Review Committee** individually reviewed the application for Ordinance 2014-08 and provided all comments by Thursday, October 23, 2014. Please find TRC Report attached.

At the October 13, 2014 meeting, the **Planning and Zoning Board** voted 3-0 to forward Ordinance 2014-08 to the Town Commission with the recommendation of approval.

Public Hearings

The **Town Commission** is tentatively scheduled to consider Ordinance 2014-08 for second and final reading at their regular meeting on Monday, November 17, 2014.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other -

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

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WL
10-27-14

DEPARTMENT HEAD **Submitted** 10/27/14 **Date**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date**

TOWN ATTORNEY **Approved as to Form and Legality** **Date**

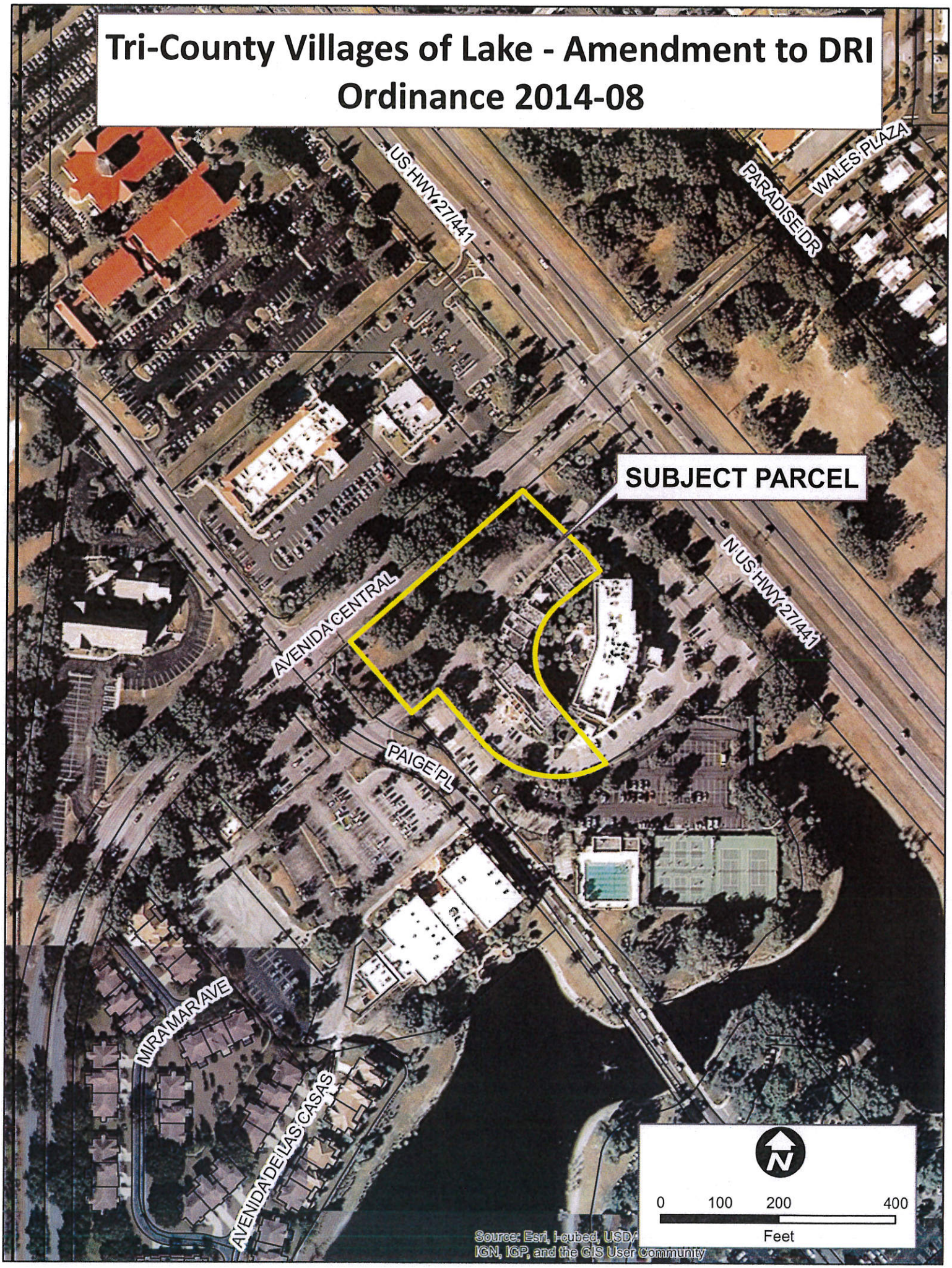
TOWN MANAGER **Approved Agenda Item for:** 11/3/14 **Date** 10/27/14

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

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

[ ] Approved with Modification

Tri-County Villages of Lake - Amendment to DRI Ordinance 2014-08



ORDINANCE NO. 2014-08

AN ORDINANCE OF THE TOWN COMMISSION OF LADY LAKE, FLORIDA, ADOPTING A NINTH AMENDMENT TO THE AMENDED DEVELOPMENT ORDER FOR THE TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT LAKE COUNTY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 18, 1988, a DRI known as Orange Blossom Gardens-South (OBGS) was approved by the Town of Lady Lake in Ordinance 88-1. A substantial deviation to the OBG-South DRI was approved on May 7, 1990 by Town of Lady Lake Ordinance 90-12. A second substantial deviation was approved as the Orange Blossom Gardens-West (OBGW) DRI on May 29, 1990 by the Sumter County Board of County Commissioners and on May 7, 1990 by the Town of Lady Lake. The OBGW DRI Development Order was amended on August 14, 1990 and again on February 16, 1993. On September 20, 1994 and October 12, 1994, Sumter County and Lady Lake respectively approved a substantial deviation to the OBGS and OBGW DRI development orders, combining them and referring to the development collectively as the Tri-County Villages DRI. A first revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 29, 1996. On August 3, 1998, a first revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 98-13. A second revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on September 15, 1998. On May 15, 2000, a third revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission. A fourth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on September 12, 2001. A fifth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on May 15, 2002. A sixth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on April 22, 2003. On October 18, 1999, a second revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 99-37. On May 8, 2000, a third revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 2000-20. A fourth revision to the Lady Lake Tri-County Villages development order was approved on May 15, 2003 by Town of Lady Lake Ordinance 2003-07. A seventh revision to the Sumter Tri-

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County Villages development order was approved by the Sumter County Commission on March 16, 2004. A seventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on March 16, 2004. On August 2, 2004, a fifth revision to the Lady Lake Tri-County Villages development order was approved on August 2, 2004 by Town of Lady Lake Ordinance 2004-6. An eighth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 26, 2004. A sixth revision to the Lady Lake Tri-County Villages development order was approved on March 17, 2005 by Town of Lady Lake Ordinance 2005-7. A ninth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 11, 2005. A tenth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on February 10, 2009; a seventh revision to the Lady Lake Tri-County Villages development order was approved by the Lady Lake Town Commission on February 23, 2009. An eleventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on December 11, 2012; an eleventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on December 11, 2012; and an eighth revision to the Lady Lake Tri-County Villages development order was approved by the Lady Lake Town Commission on March 17, 2014.

WHEREAS, on September 23, 2014, The Villages of Lake-Sumter, Inc. and Central Florida Lodging, LLC submitted their e2 application pursuant to 380.06 (19)(e)(2.)k., Florida Statutes (F.S.), to the Town of Lady Lake to amend the Tri-County Villages Development of Regional Impact (DRI) Amended Development Order, (the ADO); and

WHEREAS, the Town of Lady Lake (Lady Lake), as governing body of the local government having jurisdiction, is authorized and empowered to consider DRIs; and

WHEREAS, Lady Lake has reviewed the e2 application, as well as all related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, Lady Lake has conducted an advertised public hearing on _____, 2014 for the purpose of receiving public comment.

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NOW, THEREFORE BE IT RESOLVED BY THE LADY LAKE TOWN COMMISSION, IN PUBLIC MEETING DULY CONSTITUTED AND ASSEMBLED THIS 17th DAY OF NOVEMBER, 2014, THAT THE TRI-COUNTY VILLAGES OF LAKE DRI IS HEREBY APPROVED, EFFECTIVE AS SPECIFIED HEREIN, BASED UPON AND SUBJECT TO THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS/RESTRICTIONS:

SECTION 1. Findings of Fact. Based on the documentation and testimony received at the public hearing, the Board hereby finds as fact as follows:

1. The Tri-County Villages DRI is a mixed-use retirement community Development of Regional Impact located in northwestern Lake County/Lady Lake and in northeastern Sumter County.
2. On September 23, 2014, The Villages of Lake-Sumter, Inc. and Central Florida Lodging, LLC submitted an e2 application to a previously approved DRI pursuant to Section 380.06 (19)(e)(2)k., F.S. to amend the DRI in Lady Lake as follows:
   - Amend Map H to change a portion of the Hotel Land Use to Residential.
   - Amend Map H-1 to convert 29 hotel rooms into 48 townhome/condominium units and to show the acreage changes to Hotel and Residential. (see **EXHIBIT 1**);
3. The changes proposed in the e2 application meet the criteria in s.380.06(19)(e)2.k. because the amendment results in no increase in external peak hour trips and does not reduce open space or conserved lands in the Tri-County Villages Development of Regional Impact (DRI).
4. This amendment is not a substantial deviation to the DRI pursuant to s.380.06(19)(e)2.k.
3. A duly noticed public hearing was conducted on the e2 application by the Town of Lady Lake on _____, 2014 and all interested parties and members of the public were similarly afforded the opportunity to participate.

SECTION 2. Conclusions of Law. Based on the findings of fact adopted above, Lady Lake hereby adopts the following conclusions of law:

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1. The Town of Lady Lake is the governing body having jurisdiction over the review and approval of the e2 application, pursuant to Chapter 380, F.S., and is authorized and empowered to issue this Ninth Amendment to the Tri-County Villages DRI ADO.
2. The property does not lie within an Area of Critical State Concern as designated pursuant to Chapter 380.05, F.S.
3. The proposed development is consistent with the applicable local comprehensive plan and is consistent with the applicable local land development regulations.
4. The proposed development is consistent with the East Central Florida Strategic Regional Policy Plan.
6. The provisions of this amendment to the ADO shall not be construed as a waiver of or exception to any local, state or federal law or regulation.
7. The impacts of this development, as conditioned by this Ninth Amendment to the ADO, are adequately addressed pursuant to the requirements of Chapter 380, F.S., and the changes as approved by the Town of Lady Lake do not constitute a substantial deviation to the original DRI Development Order or subsequent amendments or create additional local impacts.
8. To the extent that the application for development approval (ADA), NOPC or e2 application, or any other document is inconsistent with the terms and conditions of this amendment to the ADO, this amendment to the ADO shall prevail.

SECTION 3. General Conditions. The Town of Lady Lake, having made the aforementioned Findings of Fact and Conclusions of Law, hereby approves the proposed changes contained in the NOPC and subsequent addendum submittals and incorporated by reference herein, subject to the following modifications and conditions of development set forth in this amendment to the ADO:

1. Revisions to Development Order
   a. Revised Master Development Plan A revised Master Plan (Map H) and DRI Phase Allocation Table (Map H-1) (revised August, 2014) are hereby adopted for the Tri-County Villages DRI and a copy is attached and incorporated herein as **EXHIBIT 1**.

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b. Amend Map H and H-1 to show the change of Hotel Land Use to Residential and a conversion of 29 hotel rooms into 48 townhome/condominium units. (see **EXHIBIT 1**).

c. Final Order. That this amendment to the ADO shall constitute the final order of the Town of Lady Lake in response to the DRI e2 application filed by the Developer.

d. Definitions. That the definitions found in Chapter 380, F.S. (2003) shall apply to this amendment to the ADO.

e. Assignability: Persons Bound. That this amendment to the ADO shall be binding upon the Developer and its heirs, assignees, or successors in interest.

f. Severability. That in the event any portion or section of this amendment to the ADO is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this amendment to the ADO, which shall remain in full force and effect.

g. Recordation of Notice of Adoption. That within sixty (60) days of the issuance of this amendment to the ADO, The Villages of Lake-Sumter, Inc. shall cause a Notice of Adoption of this amendment to be recorded among the Public Records of Lake County in accordance with Section 380.06 (15), F.S., and shall provide a copy of the recorded Notice to the Town of Lady Lake, Sumter County, the ECFRPC, the WRPC and the DEO.

h. Restriction on Downzoning, Density Reduction or Intensity Reduction. That the Town of Lady Lake agrees that the approved DRI shall not be subject to down zoning, density reduction, or intensity reduction after the effective date of this amendment to the ADO, unless the Town of Lady Lake can demonstrate that substantial changes in the conditions underlying the approval of the amendment to the ADO have occurred, or that the amendment to the ADO was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the Town of Lady Lake to be essential to the public health, safety or welfare.

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i. Impact Fees. That approval of this amendment to the ADO shall not exempt any portion or unit of the Tri-County Villages of Lake development from any future impact fees imposed by the Town of Lady Lake. Developer credit for applicable improvements paid for by it pursuant to the requirements of this amendment to the ADO shall be given as provided for by Section 380.06(16), F.S.

j. Effective Date. That upon adoption, this Amendment to the ADO shall be transmitted to the ECFRPC, the DEO and the Developer and shall become effective upon rendering of this Development Order by the Town of Lady Lake.

k. Transmittal of Amendment. That certified copies of this amendment to the ADO shall be transmitted immediately by certified mail to ECFRPC, DEO and the Developer, by the Town of Lady Lake.

PASSED AND ORDAINED in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 17th day of November, 2014.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

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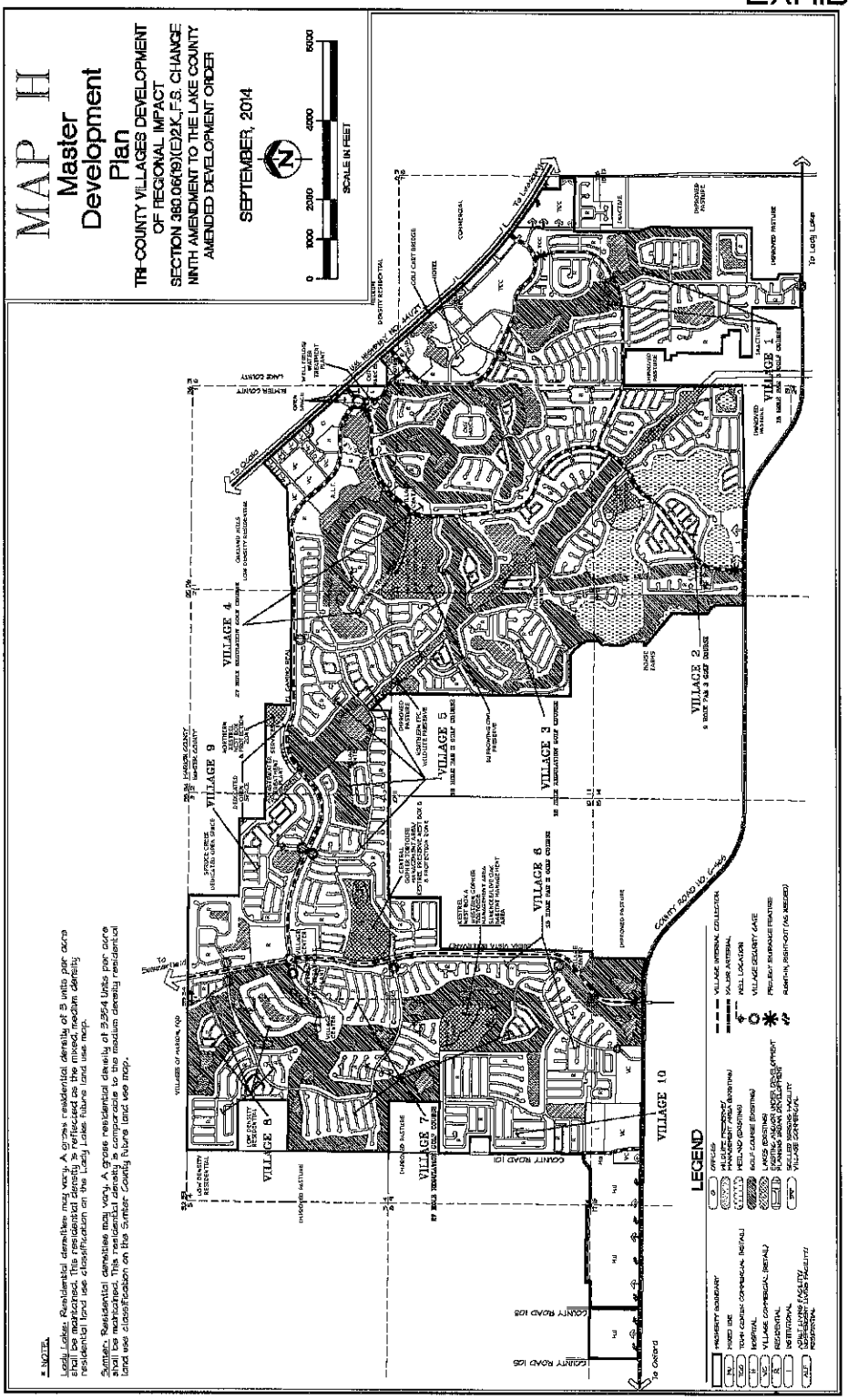
EXHIBIT 1

Master Development Plan, Map H and H-1 (Revised September, 2014)

EXHIBIT 1



MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT SECTION 380.06(19)(E)2.K.F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (O&G SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (O&G WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	412.2	2,108		2,343.0	11,719		2,755.2	13,827	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	7.3			11.0			18.3		
ROOMS			304			300			604
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	60.0	1		706.0	6.5		766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWER LINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
PONDS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT/ PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (O&G SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,448	438	147			2,108
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		0		80	224		304
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (O&G WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			210,000	159,300	585,000	608,000	1,562,300
NEIGHBORHOOD (S.F.)					76		76
SNF (BEDS) (V.C.)					100	200	300
HOTEL (ROOMS)					59,000		59,000
OFFICE (GENERAL)							
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		196	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,285	6,303	4,243	921		13,827
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT 1

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: October 13, 2014

SUBJECT: **Ordinance No. 2014-08 - Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting a Ninth Amendment to the Amended Development Order to convert 29 Hotel Rooms into 48 townhomes/condominium units and to show the acreage changes to Hotel and Residential.**

DEPARTMENT: **Growth Management**

RECOMMENDED MOTIONS:

1. **Motion to forward Ordinance 2014-08 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Ordinance 2014-08 to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY

Applicant Martin L. Dzuro on behalf of Central Florida Lodging, LLC, has submitted an application for a minor amendment to the Tri-County Villages of Lake Development of Regional Impact (DRI) development order. The DRI Development Order must be amended in order to convert 29 Hotel Rooms into 48 townhomes/condominium units and to show the acreage changes to Hotel and Residential. La Hacienda Hotel is located at 1201 Avenida Central, in Spanish Springs within The Village Town Center.

The Town Center Commercial category in the DRI is being amended to permit the townhomes/condominium use by amending the Phase Allocation table to identify townhomes/condominium units as a permitted use in the Town Center Commercial category. The Town of Lady Lake Comprehensive Plan and Zoning Designation of the property already permit the townhomes/condominium use.

In accordance with Florida Statute 380.06(19)(e)2, a local government can approve the amendment based on their local approval process. However, courtesy copies of the proposed amendment have been provided, under separate cover, to the East Central Florida Regional Planning Council (ECFRPC), Withlacoochee Regional Planning Council (WRPC) and the Florida Department of Economic Opportunity (DEO). The statute does require that a copy of the adopted amendment be submitted to the ECFRPC, WRPC and DEO pursuant to Section 380.06(19)(e)2., F.S.

Traffic: The Lake Sumter MPO indicated that the amendment as submitted results in a potential net increase of up to 8 new trips, so the applicant will be providing the additional supporting documentation necessary for approval to use a site specific trip generation rate resulting in trips not to exceed 25 p.m. Peak Hours Trips. The resulting trip generation would be as follows:

ITE LUC 310 Hotel	42 Rooms	25 P.M. Peak Hour Trips
ITE LUC 323 Resid. Condo/Townhouse	48 DU	25 P.M. Peak Hour Trips

With the change to convert 42 rooms to condominiums rather than the original proposal of 29, the finding stated in the study that the proposed land use change from hotel to residential condominium will not result in any net new trips for the DRI. The applicant has agreed to this modification, pending determination of additional data. Should the data demonstrate that the 29 hotel room reduction is an equivalent traffic reduction, the applicant would revert to the original request.

Open Space: The amendment would also not reduce conservation lands or open space in the DRI. All of the subject property is designated as Town Center Commercial on the DRI Master Plan and none of the subject property is classified as Open Space or Conservation within the DRI. There are lands designated as Open Space and Conservation within the DRI but those lands are not impacted by this change.

Other Impacts: This amendment will have no impact to the Town's Water and Sewer Utilities, as these Town services are not provided to the Villages properties. In addition, no impacts to schools, parks and recreation, or library services will occur as a result of approval of the proposed amendment.

Based upon the evaluation of the justification as provided above, this amendment meets the criteria in s.380.06(19)(e)2.k. because the amendment 1) does not generate an increase in external vehicle trips, and 2) the amendment does not reduce any approved open space or conservation areas in the DRI. The applicant has provided the Department's determination letter with the application.

Past Actions:

The members of the **Technical Review Committee** individually reviewed the application for Ordinance 2014-08 and provided all comments by Tuesday, October 7, 2014. Please find TRC Report attached.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2014-08 at first reading on Monday, November 3, 2014. Second and final reading is tentatively scheduled for Monday, November 17, 2014.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other -

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

10-7-14	DEPARTMENT HEAD	Submitted 10/7/14	Date
	FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
	TOWN ATTORNEY	Approved as to Form and Legality	Date
	TOWN MANAGER	Approved Agenda Item for: 10/13/14	Date 10/8/14

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

The Villages®

RECEIVED
SEP 23 2014
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

September 23, 2014

Thad Carroll, Director
Growth Management Department
Town of Lady Lake
409 Fennell Boulevard
Lady Lake, Florida 32159

Re: Section 380.06(19)(e)2. Amendment to Tri-County Villages of Lake DRI

Dear Mr. Carroll:

Central Florida Lodging, LLC, owner of the La Hacienda Hotel, is proposing to convert the Hotel to a Townhome/Condominium. The first step in this process is to change the DRI Hotel Land Use to Residential Land Use.

Central Florida Lodging, LLC and The Villages of Lake-Sumter, Inc. are requesting a minor amendment to the Tri-County Villages of Lake DRI Development Order to change a portion of the Hotel Land Use to Residential Land Use. We are also requesting to amend the DRI entitlements by reducing hotel by 29 rooms and increasing residential by 48 units which will be townhome/condominiums. We have included a traffic analysis demonstrating that the conversion results in no increase in impacts.

This Amendment meets the criteria for a minor change based on a determination by the Department of Economic Opportunity (DEO) pursuant to s.380.06(19)(e)2.k. The Department's determination letter is attached as Exhibit A to the application.

Since this Amendment is an (e)2. change, then no NOPC review is required. Enclosed is our application requesting an amendment to the Development Order which includes the proposed Development Order language. Please place this request on the 10/13/14 Planning and Zoning Board Agenda. We also request that the Town Commission act on the recommendation of the Planning and Zoning Board at the 11/03/14 meeting for first reading and 11/17/14 for final approval.

Thank you for your cooperation and assistance. Should you require any additional information or have any questions, please feel free to contact me.

Sincerely,

Martin L. Dzuro
Vice President

CONSENT AND DESIGNATION OF AGENT

The undersigned, CENTRAL FLORIDA LODGING, LLC, a Florida limited liability company, as Owner of the Property shown on Exhibit 1, hereby designates Martin L. Dzuro, Vice President of The Villages of Lake-Sumter, Inc., a Florida corporation, as its agent, and authorizes him to execute all documents on its behalf in its Application for an Amendment to the Tri-County Villages of Lake Development of Regional Impact to facilitate a change to the Land Use of Hotel to Residential, and for submission of the Property for those purposes as set forth in the documents rendered in that process.

Dated this 22nd day of September, 2014.

CENTRAL FLORIDA LODGING, LLC,
a Florida limited liability company

By: Larry Ducat
Larry Ducat, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 22nd day of September, 2014 by Larry Ducat, Manager of Central Florida Lodging, LLC, a Florida limited liability company, who produced _____ as identification or who is personally known to me.

Vicki Varnon
Notary Public, State of Florida
Vicki C. Varnon

Printed Name
My Commission Expires: 9-22-15

NOTARY PUBLIC
VICKI C. VARNON
Notary Public
State of Florida
My Commission Expires 9/22/2015
Commission No. EE 125038

CONSENT

The undersigned, THE VILLAGES OF LAKE-SUMTER, INC., a Florida Corporation, hereby consents and authorizes Central Florida Lodging, LLC, to apply for an Amendment to the Tri-County Villages of Lake Development of Regional Impact to facilitate a change to the Land Use of Hotel to Residential on the Property shown on Exhibit 1, and for the submission of the Property for those purposes as set forth in the documents rendered in that process.

Dated this 22nd day of September, 2014.

The Villages of Lake-Sumter, Inc.
a Florida Corporation

By: _____
Martin L. Dzuro, Vice President

STATE OF FLORIDA
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 22nd day of September, 2014 by Martin L. Dzuro, Vice President of the Villages of Lake-Sumter, Inc., a Florida Corporation, who produced _____ as identification or who is personally known to me.

_____
Notary Public, State of Florida

Vicki C. Varnon
Printed Name
My Commission Expires: 9-22-15

NOTARY PUBLIC
VICKI C. VARNON
Notary Public
State of Florida
My Commission Expires 9/22/2015
Commission No. EE 125038

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

September 25, 2014

RE: Ordinance 2014-18 - Amendment to Tri-County Villages of Lake DRI

Dear Property Owner:

This is to notify you that Martin L. Dzuro, on behalf of property owner, Central Florida Lodging, LLC, has submitted an application proposing a minor amendment to the Tri-County Villages of Lake Development of Regional Impact Development Order to convert the La Hacienda Hotel, a 29 Room Hotel, into 48 townhomes/condominium units and to reflect the acreage change of the Land Use from Hotel to Residential. No additional external automobile trips will be generated other than what is currently approved in the DRI. La Hacienda Hotel is located at 1201 Avenida Central, in Spanish Springs within The Village Town Center.

Public hearing dates for the Ordinance are scheduled for the following dates:

PLANNING AND ZONING BOARD - Monday, October 13, 2014, at 6:00 p.m.
COMMISSION MEETING (1st Reading) - Monday, November 3, 2014, at 6:00 p.m.
COMMISSION MEETING (2nd Reading) - Monday, November 17, 2014, 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 in the Growth Management Department.

All persons wishing to cross-examine any party at the public hearings are required to file a Notice to Appear with the Town Clerk at least five (5) days prior to said public hearing in order to be heard at the time and place aforesaid. However, if a person only wishes to speak or testify, and not cross-examine a party, the Notice of Appearance form does not need to be filled out. Any person wishing to appeal a decision of this public body should ensure himself that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call Town Planner Wendy Then at (352) 751-1582 or via email at **WThen@ladylake.org**

Sincerely,

Thad Carroll, AICP
Growth Management Director

TECHNICAL REVIEW COMMITTEE COMMENTS
FIRST REVIEW 10/23/2014

Project: La Hacienda- Amendment to the Tri-County Villages of Lake DRI
Proposal: Ordinance 2014-08– 1st & Final Submittal

Description: Applicant Martin L. DZuro on behalf of Central Florida Lodging, LLC, has submitted an application for a minor amendment to the Tri-County Villages of Lake Development of Regional Impact (DRI) development order. The DRI Development Order must be amended in order to convert 29 Hotel Rooms into 48 townhomes/condominium units and to show the acreage changes to Hotel and Residential. La Hacienda Hotel is located at 1201 Avenida Central, in Spanish Springs within The Village Town Center.

In accordance with Florida Statute 380.06(19)(e)2, a local government can approve the amendment based on their local approval process. Town Staff will review for Traffic, Open Spaces, and other impacts such as Utilities, Parks, Recreation, and Library.

In order for changes in a DRI to be considered eligible to be processed as an E2 Amendment, it must meet certain criteria based on Section 380.06(19)(e)2., of the Florida Statute:

1) The amendment does not generate an increase in external vehicle trips, and
2) the amendment does not reduce any approved open space or conservation areas in the DRI.

Re-submittals will not be accepted without bulleted written responses.

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. Subsequent Site Plan applications may be required with the change of land use.

POLICE

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

1. No comments at this time from the Police Dept.

FIRE

Questions may be directed to Capt. Dan Hickey, Fire Marshall with the Villages Fire Dept. at 352-205-8280.

1. No comments at this time from The Villages Fire Dept.

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. No comments at this time from the Lady Lake Public Works Dept. The location is serviced by Utilities provided by the Villages.

LAKE-SUMTER MPO

Questions may be directed to Pam Richmond with prichmond@lakesumtermpo.com or at 352-315-0170

1. On a correspondence dated 10-17-2014, the MPO determined that reducing the number of approved hotel rooms by 29 and replacing them with 48 residential condominiums will result in no net new trips.

Wendy Then

From: Richmond, Pamela [prichmond@lakesumtermpo.com]
Sent: Friday, October 17, 2014 6:51 PM
To: Thad Carroll; Wendy Then
Cc: Taylor, Darrin; Baier, Richard
Subject: e2 Supporting trip gen rate information

Good afternoon Thad and Wendy,

I did not want to leave today with sending you an email about the conversion rate used to support The Villages e2 submittal. I have reviewed most of the supplemental information provided, and while I did not scrutinized the information, data and analysis on each of the 172 pages of the two reports, I reviewed enough to understand the methodologies and conclusions presented. I also verified as much as the data as possible by cross-checking/comparing it with our data in those instances where data was available.

Having reviewed the data and analysis provided by the applicant to justify the trip generation rate used in the request for a Section 380.06(19)(e)2.k., F.S. change for the Tri-County Villages (Lake) DRI analysis, I believe a trip generation rate of 35/DU for residential townhouses is supported; therefore, the conclusion stated in the trip generation analysis submitted with the e2 request that reducing the number of approved hotel rooms by 29 and replacing them with 48 residential condominiums will result in no net new trips is confirmed.

As always, I am happy to answer questions you may have about my comments.

Pamela Richmond, AICP
MPO Project Manager

Lake-Sumter MPO
Metropolitan Planning Organization

1616 South 14th Street
Leesburg, Florida 34748
Ph: (352) 315-0170
Fx: (352) 315-0993

www.LakeSumterMPO.com

"Promoting Regional Transportation Partnerships."

Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

The Villages
LADY
LAKE

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT
OF REGIONAL IMPACT SECTION
380.06(19)(E)2.K.,F.S. CHANGE
EIGHT AMENDMENT TO THE LAKE COUNTY
AMENDED DEVELOPMENT ORDER

JANUARY, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (OBG SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (OBG WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	410.6	2,060		2,343.0	11,719		2,753.6	13,779	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	8.9			11.0			19.9		
ROOMS			333			300			633
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	60.0	1		706.0	6.5		766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWERLINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (OBG SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,400	438	147			2,060
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		48		80	205		333
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (OBG WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			218,000	159,300	585,000	600,000	1,562,300
NEIGHBORHOOD (S.F.)					76		76
SNF (BEDS) (V.C.)					100	200	300
HOTEL (ROOMS)					59,000		59,000
OFFICE (GENERAL)							
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		186	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,237	6,303	4,243	921		13,779
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT B

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT
OF REGIONAL IMPACT SECTION
380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY
AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (OBG SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (OBG WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	412.2	2,108		2,343.0	11,719		2,755.2	13,827	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	7.3			11.0			18.3		
ROOMS			304			300			604
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	60.0	1		706.0	6.5		766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWERLINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (OBG SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,448	438	147			2,108
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		0		80	224		304
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (OBG WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			218,000	159,300	585,000	600,000	1,562,300
NEIGHBORHOOD (S.F.)							
SNF (BEDS) (V.C.)					76		76
HOTEL (ROOMS)					100	200	300
OFFICE (GENERAL)					59,000		59,000
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		186	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,285	6,303	4,243	921		13,827
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT 1

REQUEST FOR SECTION 380.06(19)(E)2.K., F.S. CHANGE FOR THE TRI-COUNTY VILLAGES (LAKE) DRI

(9th Amendment to the Amended Development Order)

Prepared for:

THE VILLAGES OF LAKE-SUMTER, INC.
1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

CENTRAL FLORIDA LODGING, LLC
1202 AVENIDA CENTRAL
THE VILLAGES, FLORIDA 32159

Prepared by:

CARLTON FIELDS, P.A.
215 SOUTH MONROE, SUITE 500
TALLAHASSEE, FLORIDA 32302

and

GRANT & DZURO
1045 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

SEPTEMBER, 2014

REQUEST FOR SECTION 380.06(19)(E)2.K., F.S.
CHANGE FOR THE TRI-COUNTY VILLAGES (LAKE) DRI

1. I, Martin L. Dzuro, the undersigned authorized representative of Central Florida Lodging, LLC, hereby gives notice of an amendment to an approved Development of Regional Impact (DRI) in accordance with Section 380.06(19)(e)2.k., F.S. In support, I submit the following information concerning the Tri-County Villages DRI, which information is true and correct to the best of my knowledge. As supported in this application, this change meets the criteria of Section 380.06(19)(e)2.k., F.S., thereby no NOPC review is required. A copy of paragraph (e)2.k. is attached along with the Department of Economic Opportunity's (DEO) interpretation as **Exhibit A**. The local government can approve the amendment based on their local approval process. However, we are providing courtesy copies of the proposed amendment, under separate cover, to the East Central Florida Regional Planning council (ECFRPC), the Withlacoochee Regional Planning Council (WRPC) and the Florida Department of Economic Opportunity (DEO). The statute does require that a copy of the adopted amendment be submitted to the ECFRPC, WRPC and DEO pursuant to Section 380.06(19)(e)2., F.S.

9/23/14
(Date)

(Signature)

2. **Applicants (name, address, phone).**

The Villages of Lake-Sumter, Inc.
c/o Martin L. Dzuro, Vice President
1045 Lake Sumter Landing
The Villages, Florida 32162
(352) 753-6262

Central Florida Lodging, LLC
Larry Ducat, Manager
1202 Avenida Central
The Villages, Florida 32159
(352) 259-6578

3. **Authorized Agent (name, address, phone).**

Martin L. Dzuro, Vice President
The Villages of Lake-Sumter, Inc.
1045 Lake Sumter Landing
The Villages, Florida 32162
(352) 753-6262
marty.dzuro@thevillages.com

4. **Location (City, County, Township/Range/Section) of approved DRI and proposed change.**

Town of Lady Lake, Lake County, Township 18 South, Range 24 East Sections 6, 7 and 18.

5. **Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval.**

Indicate such changes on the project master site plan, supplementing with other detailed maps, as appropriate.

Central Florida Lodging, LLC is proposing to convert the La Hacienda Hotel to a townhome/condominium in the Spanish Springs area, located within a portion of the Hotel area of the Tri-County Villages Development of Regional Impact in Lady Lake, Lake County, inside of Avenida Central and US Highway 441/27. **Exhibit C** identifies this Hotel area. The townhome/condominium will consist of 48 Residential Units.

The Villages is proposing to convert the existing DRI entitlements by reducing hotel by 29 rooms and increasing residential by 48 units. The converted residential will for the 48 townhome/condominium units. Attached as **Exhibit D** is a traffic analysis by Kimley Horn demonstrating that the conversion of 29 hotel rooms into 48 residential units results in no increase in external vehicle trips.

Exhibit C is an updated Map H, Map H-1 and a Detail Map reflecting the Land Use Change.

Change in 2012 DRI Law

In the 2012 legislative session, a new criterion was added to the list of what constitutes an (e)2. change. **Exhibit A** is a copy of Section 380.06(19)(e)2., the portion of the statute addressing

(e)2. changes. Section 380.06(19)(e)2.k. was added which states if an amendment results in no increase in external vehicle trips and no decrease in open space or conservation areas then the change is not a substantial deviation. The statute already provided an exemption from NOPC review for (e)2. changes. Correspondence with DEO on reducing confusion on when the new (e)2.k. criterion applies is also attached.

This amendment meets the new criterion in (e)2.k. The Land Use Change results in no increase in projected external vehicle traffic as demonstrated in **Exhibit D**.

The amendment would also not reduce conservation lands or open space in the DRI. None of the subject property is classified as Open Space or Conservation within the DRI. There are lands designated as Open Space and Conservation within the DRI but those lands are not impacted by this change.

Thus, this amendment meets the criteria in s.380.06(19)(e)2.k. because the amendment 1) does not generate an increase in external vehicle trips and 2) the amendment does not reduce any approved open space or conservation areas in the DRI.

6. **List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government, and provide a brief description of the previous changes (i.e., any information not already addressed in the Substantial Deviation Determination Chart). Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?**

   Tri-County Villages is a mixed-use retirement community located in northwestern Lake County/Town of Lady Lake and in northeastern Sumter County. It was formerly referred to as Orange Blossom Gardens and consists of four components.

   A. A portion of the property lying north and east of U.S. 27/441 was vested from Development of Regional Impact (DRI) review pursuant to a binding letter of vested rights dated November 29, 1973.

   B. On January 18, 1988, the second portion of the development was approved as a DRI known as Orange Blossom Gardens-South (OBGS) by the Town of Lady Lake in Ordinance 88-1.

   C. The third portion of the development was approved on May 7, 1990 by Town of Lady Lake Ordinance 90-12 for development as a substantial deviation to the original OBG-South DRI. This ordinance recognized the addition of a large development called Orange Blossom Gardens-West (OBGW) in Sumter County adjacent to OBGS. The OBGW DRI was approved on May 29, 1990 by the Sumter County Board of County Commissioners and on May 7, 1990 by the Town of Lady Lake. The OBGW DRI DO subsequently received minor amendments on August 14, 1990, and again on February 16, 1993.

   D. The fourth component of the Orange Blossom Gardens development was approved on September 20, 1994 by the Sumter County Commission and October

12, 1994, by the Town of Lady Lake. This component added significant land area and development to the OBGW and OBGS DRIs and consolidated the entire development into a single entity called the Tri-County Villages under the new corporate name of Villages of Lake-Sumter, Inc.

A complete history of the Tri-County Villages DOs and amendments in Lady Lake and Sumter County is provided below:

Lady Lake Ordinance 88-1

This ordinance, approved on January 18, 1988 by the Town Council, authorized the original DRI DO for OBGS. The DO authorized 1,375 single-family residential units, 225 multi-family units and 500,000 s.f. of commercial space on 595.17 acres.

Lady Lake Ordinance 90-12

The Town Council approved this ordinance on May 7, 1990. The ordinance was passed to recognize the authorization of additional development of Orange Blossom Gardens in Sumter County. The DRI-sized addition to the development in Sumter County was treated as a substantial deviation from the OBGS DO. However, the new development in Sumter County was named Orange Blossom Gardens-West. No additional development was authorized in the Town of Lady Lake. See Sumter resolution dated May 29, 1990 below for development authorized for OBGW.

Sumter County Resolution dated 05/29/90

This resolution authorized the OBGW substantial deviation to the OBGS DO. The DO authorized 200,000 s.f. gross leasable area (GLA) of community commercial space, 3,425 single family residential units and 2,725 multi-family units or any combination of these residential types, not exceeding 6,150 dwelling units on 1,737 acres and a gross density of 3.54 units per acre if conventionally constructed housing is employed. If any manufactured housing is utilized, a deviation of 10% from the maximum caps on 3,425 single family units and 2,725 multi-family units is allowed providing the total does not exceed 6,150 dwelling units on 1,737 acres and a gross density of 3.54 units per acre is maintained.

Sumter County Resolution dated 08/14/90

This amendment to the May 29, 1990 Sumter County DO provided clarification to Section III, H.3.b. (Page 9) of the resolution regarding hurricane preparedness. The amendment required the Developer to submit an emergency preparedness plan meeting the mitigation requirements of Rule 9J-2.0265 F.A.C. prior to the issuance of the 146th building permit or occupancy permit for mobile homes. The annual status report of the Developer shall show the cumulative and annual number of building permits and occupancy permits issued for mobile homes.

Sumter County Resolution dated 02/16/93

This amendment to the May 29, 1990 Sumter County DO amended the requirement that no building permit would be approved for any residential structure unless the structure had direct access via a Sumter County road to the North-South Collector road connecting CR-466 with US-441/27. The amendment provided an exception for a rectory for the St. Timothy's Catholic Church.

Sumter County Resolution dated 09/20/94

This amendment to the May 29, 1990 Sumter County DO consolidated all of the development in Sumter County approved for OBGW under the May 29, 1990 resolution and its amendments plus additional development and land area. The consolidated DO provided for 12,400 conventionally constructed single family dwelling units on 2,097.3 acres; 20 acres of institutional space, on which the Developer may construct local government and community facilities and up to 200,000 square feet of churches; up to 1,200 ACLF units; 910,000 square feet of Gross Floor Area (GFA) of neighborhood, community or general retail structures on 103 acres; 120,000 square feet GFA of office space on 12 acres; 720 acres of golf courses; and 738 acres of related roads, recreation and conservation areas, on a total project area of 3,697 acres, where residential density shall not exceed 3.354 dwelling units per gross acre.

Lady Lake Ordinance 94-17

This amendment to Ordinance 90-12 provided approval for additions to the OBGS or Lady Lake portion of the development and consolidated the total development in Lady Lake. The DO approved total development in the Town of Lady Lake to be 2,048 single family attached or detached dwelling units on 393 acres; 1,250,000 s.f. of Gross Floor Area of neighborhood, community, or general retail structures on 160 acres; 60 acres of golf courses, and 75 acres of related roads, recreation and conservation areas for a total project area of 688 acres, where residential density shall not exceed 3 dwelling units per gross acre.

Memorandum of Correction to Ordinance 94-17

A Memorandum of Correction was filed by the Town Manager of Lady Lake correcting three "scrivener's errors" to Ordinance 94-17.

Sumter County Resolution dated 10/29/96

This amendment to the September 20, 1994 resolution of Sumter County implemented the following changes: Reconfigured golf courses for Villages 4 and 5 to eliminate 9 Holes and eliminate 9 holes from Village 9; provided for filling wetland areas 12A and 12B in Village 4; realigned a road (El Camino Real) along the northern boundary of the project and added a roundabout (traffic circle) as an entrance feature; relocated residential land from Village 4 to Village 2 commercial area and relocated commercial development in Village 2 to east side of El Camino Real; created new lakes in Village 4; relocated water wellfields from Florida Power Corporation ROW easement to areas adjacent to the Gopher Tortoise Preserve and the Central Gopher Tortoise Management Area/Kestrel Preserve; added 43± acres to the northeast side of the DRI along US 441/27 and classified the area as Village Commercial on the Master Development Plan; corrected a scrivener's error in the alignment of the acreage totals with the corresponding land uses in the Tri-County Villages DO Land Use Allocations (Revised 4/6/94) table (**Exhibit B**) and correctly reflected the new land use totals in the revised Land Use Allocation Table (June 1996).

Lady Lake Ordinance 98-13 dated 8/3/98

This amendment designated an existing 48 unit hotel in the Village Town Center commercial area as a separate DRI land use and converted 100 units of residential sufficient to accommodate the 48 hotel units without increasing total traffic. The amendment added 47 townhouse hotel rental units to the Village Town Center commercial area and converted 35 units of residential and 8,000 s.f. of retail commercial sufficient to accommodate the 47 hotel units without increasing total traffic. The amendment also designated an existing 8 screen movie theater in the Village Town Center commercial area as a separate DRI land use and converted 32,000 s.f. of retail commercial sufficient to accommodate the 8 screen, 1,235 seat theater without increasing total traffic.

Sumter County Resolution dated 9/15/98

This resolution made minor changes in land use locations and acreage amounts and designated a Medical Center complex on Map H consisting of a possible 90 bed hospital, a wellness center and medical office; converted 39,700 s.f. (figure rounded) of the currently approved 850,000 s.f. of Village Commercial in Sumter County into a proposed 90 bed hospital; reduced the development plan by 410 residential units and 26,000 s.f. of Village Commercial to accommodate additional traffic resulting from conversion of general Office to Medical Office and to correct December 1993 traffic generation analysis which used 90,000 s.f. of Office instead of 120,000 s.f.

Lady Lake Ordinance No. 99-37 dated 10/18/99

This Ordinance amended the DO to provide for the following changes:

Land use changes as reflected in the Land Use Allocation Table and Phasing Chart and Map H (revised August 1999) for the Sumter County Tri-County Villages area; transfer 47 existing townhouse villa hotel units allocated in the Village Town Center commercial area to the La Hacienda hotel location to increase the hotel allocation in this location to 95 units; add 33 new hotel units to the La Hacienda hotel location thereby raising the total hotel allocation in this location to 128 hotel units and decreasing the land area for the hotel land use by 6.3 acres to construct 80 new hotel units; add 147 townhouse residential units to the Village Town Center commercial area and increase residential acreage by 20.1 acres; convert 27,000 s.f. of retail commercial sufficient to accommodate the additional 33 hotel units and 147 residential units and decrease Town Center commercial acreage by 13.8 acres.

Lady Lake Ordinance 2000-20

This ordinance added the Sumter County Commercial Area known as "Spanish Plaines" to Map H-1 so that it will depict the entire Town Center area. It reclassified three areas to Institutional land use to reflect church use. These areas include 4.0 acres for Church On The Square (Lady Lake), 3.4 acres for St. George Episcopal Church (Lady Lake), and 1.3 acres for St. Timothy's Catholic Church (Lady Lake). The ordinance reduced Town Center Commercial (Lady Lake) by 4.0 acres, 3.4 acres and 1.3 acres, a total of 8.7 acres. It added provisions to the DO strengthening the requirement to maintain level of service on public roads internal to the development.

Sumter County Resolution dated 5/15/00

This resolution added a commercial area known as "Spanish Plaines" to Map H-1; redesignated 10.8 acres of Institutional land use to Village Center Commercial; reclassified 2.8 acres from Village Commercial to Institutional land use for St. Timothy's Catholic Church; reclassified 2.8 acres of Open Space to Institutional land use; reclassified .78 acres of Open Space to Well/Water Treatment Plant land use; reconfigured the medical center area of 3.9 acres of Village Commercial (retail), 7.5 acres of Office and 9.2 acres of Hospital to 14 acres of Office and 6.6 acres of Hospital without changing the overall gross floor area of Village Commercial, Offices or the number of Hospital beds; redesignated .9 acres of Village Center Commercial to Residential without changing the number of residential units; redesignated .6 acres of roads as Wellfields/Water Treatment Plant, and; added a condition strengthening the requirement to maintain level of service on public roads internal to the development.

Sumter County Resolution dated 9/12/01

This resolution made the following changes in land use locations, acreage amounts and entitlements to the Sumter County portion of the DRI:

Converted 14.8 acres of Residential land in Village 2 located adjacent to CR 466 to Institutional use for the construction of two churches; converted 19 acres of Neighborhood Commercial located in Village 9 at the intersection of Buena Vista Boulevard and El Camino Real to Residential Use; Increased the number of hospital beds from 90 to 350; revised the residential and golf course phasing of the DRI to reflect much higher absorption rates for residential housing and associated golf course construction than originally programmed; reduced the acreage for golf courses was by 2.8 acres and residential acreage was increased by 2.8 acres; deleted 60,000 s.f. of Neighborhood Commercial in Sumter County to accommodate additional traffic resulting from the increase of 260 hospital beds.

Sumter County Resolution dated 5/14/02

This resolution made the following changes in land use locations and acreage amounts to Map H and H-1, Master Development Plan and its accompanying Land Allocation and Phasing Tables:

A. Add 232.5 acres to the existing DRI but not increase existing entitlements;

B. Add 184.8 acres of Residential land to the development plan;

C. Add a net of 5.9 acres of Village Commercial land to the development plan and convert 23.4 acres of Village Commercial to Residential to accommodate Nursing Home beds and/or Adult Congregate Living Facilities;

D. Add 15 acres of Institutional land to accommodate church construction;

E. Increase Lakes/Retention land use by 15 acres;

F. Add 11.7 acres of Roadways; and

G. Provide for an additional access point to the regional roadway network via C.R. 101.

Sumter County Resolution dated 4/22/2003

This resolution made the following changes in land use locations and acreage amounts to Map H and H-1, Master Development Plan and its accompanying Land Allocation and Phasing Tables:

A. Add a 4.1 acre parcel to the existing DRI while simultaneously converting approximately 2.1 acres to the right-of-way for a relocation of CR 101, which yields a net increase in commercial land of approximately 2.0 acres but not increase existing entitlements;

B. Revise the Master Development Plan (Map H) to show the relocation of the intersection of CR 101 with CR 466 at the southwestern corner of the development and show new property;

C. Revise the legal description of the Tri-County Villages DRI.

Lady Lake Ordinance 2003-07

This Ordinance amended the DO to provide for the following changes:

A. Add a 1.07 acre parcel located in the northwest quadrant of the US 27/441/Avenida Central intersection to the DRI to be designated on the Master Development Plan as Village Center Commercial without increasing any entitlements.

B Convert a 2.1 acre parcel located directly adjacent to the 1.07 acre (in A. above) from commercial to an 80 room hotel site by simultaneously reducing 25,000 square feet of currently approved commercial floor area to offset any external traffic impacts.

C. Change the Annual Report due date from February 15 to May 1 beginning with the 2003 report.

Sumter County Resolution dated 3/16/2004

This resolution made the following changes in land use locations and acreage amounts to Map H and H-1, Master Development Plan and its accompanying Land Allocation and Phasing Tables:

A. Add 157.5 acres to the existing DRI.

B. Increase entitlement by 95,000 square feet of retail/service use and 59,000 square feet of office use.

Lady Lake Ordinance 2004-6

This Ordinance amended the DO to provide for the following changes:

A. Add a 29.88 acre parcel to the DRI to be designated as Town Center Commercial without increasing entitlements.

B. Provide a list of land uses specifically allowed in the 29.88 acre parcel.

C. Incorporate a change from Residential to Town Center Commercial use (without changing entitlements) for a 2.54 acre parcel in the Town Center Commercial Area.

Sumter County Resolution dated October 26, 2004

This Resolution created an amended and restated DO for the substantial deviation that provided for an increase of 715,000 square feet of retail/service floor area and the addition of 300 hotel rooms to be located in the southwestern part of the DRI in the "Leatherman-Smith Tract" (now known as "Buffalo Ridge").

Lady Lake Ordinance 2005-7

This Ordinance amended the DO to provide for the following changes:

A. Convert 29,000 square feet of Town Center Commercial floor area to 125 hotel rooms.

B. Convert 1.4 acres from Town Center Commercial to Hotel.

C. Update the Tri-County Villages Map H, H-1 and H-2.

There has been no change of local government jurisdiction since the last approval or DO was issued.

Sumter County Resolution dated February 10, 2009

This Resolution amended the DO for the Sumter portion of the Tri-County Villages DRI as follows:

1. Updated Map H-1 Land Use Allocation and Phasing Tables to reflect the conversion of 24 approved, but unbuilt dwelling units to 16 skilled nursing facility beds and 14 approved, but unbuilt, dwelling units to 9 independent living units (all Assisted Living Facilities) pursuant to the land use conversion table contained within the DO.

2. Affordable Housing – Included requirement for a one-time payment of $419,916 to the County for use in the County's affordable housing program to fully mitigate for the affordable housing conditions within the DO.

3. Transportation – Included the Proportionate Share Joint Participation Agreement between The Villages of Lake-Sumter, Inc. and the Florida Department of Transportation, executed on January 27, 2009. This agreement provides for the cumulative mitigation of transportation impacts through buildout. The transportation projects within the agreement include:

    a. Adding 2 new lanes to US 301 from south of Oxford to the north end of the CSX railroad overpass in Wildwood

    b. Intersection/operational improvements to US 301 and Florida Turnpike, CR 466 and US 301, US 301 and SR 44, and Morse Boulevard and CR 466

    c. Commitment to commence construction of a partial interchange at CR 468 and the Florida Turnpike by December 1, 2014

4. Modeling and Monitoring – Removed transportation monitoring and modeling requirements from the DO. This was the result of the full mitigation of The Villages transportation impacts through buildout from the transportation improvements contained within the Proportionate Share Joint Participation

Agreement between The Villages of Lake-Sumter, Inc. and the Florida Department of Transportation. However, it does include a payment of $15,000 per year from the Villages of Lake-Sumter Inc. from 2010 to 2014 to the County to support the County's traffic count and monitoring program. In addition, the requirement to address the annual monitoring and modeling report is removed from the DO due to the elimination of the transportation monitoring and modeling requirement.

5. Buildout and Expiration Date – The DO clarifies the buildout date as December 31, 2014 and expiration date of the DO as December 31, 2019. This maintains consistency between the four Developments of Regional Impact and one Florida Quality Development that comprises The Villages.

A similar amendment was adopted by the Town of Lake Lady Lake on February 23, 2009 for the Lake County portion of the Tri-County Villages DRI.

Lake County Ordinance 2009-1

This Ordinance amended the DO to provide for the following changes:

1. Establish December 31, 2014 as the buildout date.
2. Establish December 31, 2019 as the expiration date.
3. Establish the Developer's cumulative transportation mitigation for significant state and regional roadways and eliminate all monitoring and modeling requirements.
4. Establish full transportation mitigation on local roadways.
5. Recognize that the Developer has now fully mitigated for the cumulative impacts of its development on Affordable Housing.
6. Update the Master Development Plan (Maps H and H-1) to account for changes made by use of the Land Use Conversion Matrix and Amendments made by Sumter County.
7. Clarify that the requirements for Annual Reports cease upon reaching buildout.

Lady Lake, Notice of Section 54(19)(c)2. Chapter 2011-139, Laws of Florida dated August 2, 2011

This Notice pursuant to Section 54(19)(c)2. Chapter 2011-139, Laws of Florida extended Phase, Buildout and Expiration dates for Tri-County Villages DRI.

The extended dates are:

Phase V	December 31, 2018
Buildout	December 31, 2018
Expiration	December 31, 2023

Sumter County Resolution dated December 11, 2012

This Resolution amended the DO for the Sumter portion of Tri-County Villages DRI by amending solid waste provisions subsection 3 of Section III.H of the Amended DO by adding "Notwithstanding the expiration of the Developer Order, this provision shall continue until December 31, 2043.

Lady Lake Ordinance 2014-03

This Ordinance amended the DO to provide for the following changes:

A. This Amendment designated a portion of the Town Center Commercial (TCC) area to Assisted Living Facility (ALF), added 94 ALF beds and reduced the TCC square feet by 7,550.

7. Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.

No change in dates proposed.

8. Will the proposed change require an amendment to the local government comprehensive plan?

No.

Provide the following for incorporation into such an amended development order, pursuant to Subsections 380.06(15) F.S., and 9J-2.025, F.A.C.:

9. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.

A revised Master Plan Map H-1 is included.

10. Pursuant to Subsection 380.06(19)(f), F.S., include the precise language that is being proposed to be deleted or added as an amendment to the development order.

Language changes related to this proposed DO amendment are found in the proposed Ordinance adopting this Ninth Amendment to the amended Lake County Development Order for the Tri-County Villages DRI attached as **Exhibit E.**

This amendment does not add or delete any land to the Tri-County Villages DRI or make any other changes.

EXHIBITS

EXHIBIT A	COPY OF SECTION 380.06(19)(e)2.k., F.S. AND LETTER OF INTERPRETATION FROM DEO
EXHIBIT B	CURRENT MASTER DEVELOPMENT PLAN (MAP H), LAND USE AND PHASING TABLES (MAP H-1), AND DETAIL MAP (JANUARY, 2014)
EXHIBIT C	PROPOSED MASTER DEVELOPMENT PLAN (MAP H), LAND USE AND PHASING TABLES (MAP H-1) AND DETAIL MAP SHOWING THE HOTEL LAND USE CHANGED TO RESIDENTIAL. (SEPTEMBER, 2014)
EXHIBIT D	TRAFFIC ANALYSIS BY KIMLEY-HORN & ASSOCIATES
EXHIBIT E	PROPOSED AMENDMENT TO THE TRI-COUNTY VILLAGES DEVELOPMENT ORDER, LAKE COUNTY

EXHIBIT A

COPY OF SECTION 380.06(19)(E)2.K., F.S. AND LETTER OF INTERPRETATION FROM DEO

EXHIBIT A

COPY OF FLORIDA STATUTES CH. 380.06(E)(2)K.

(2). The following changes, individually or cumulatively with any previous changes, are not substantial deviations:
a. Changes in the name of the project, developer, owner, or monitoring official.
b. Changes to a setback which do not affect noise buffers, environmental protection or mitigation areas, or archaeological or historical resources.
c. Changes to minimum lot sizes.
d. Changes in the configuration of internal roads which do not affect external access points.
e. Changes to the building design or orientation which stay approximately within the approved area designated for such building and parking lot, and which do not affect historical buildings designated as significant by the Division of Historical Resources of the Department of State.
f. Changes to increase the acreage in the development, if no development is proposed on the acreage to be added.
g. Changes to eliminate an approved land use, if there are no additional regional impacts.
h. Changes required to conform to permits approved by any federal, state, or regional permitting agency, if these changes do not create additional regional impacts.
i. Any renovation or redevelopment of development within a previously approved development of regional impact which does not change land use or increase density or intensity of use.
j. Changes that modify boundaries and configuration of areas described in subparagraph (b)11. due to science-based refinement of such areas by survey, by habitat evaluation, by other recognized assessment methodology, or by an environmental assessment. In order for changes to qualify under this sub-subparagraph, the survey, habitat evaluation, or assessment must occur before the time that a conservation easement protecting such lands is recorded and must not result in any net decrease in the total acreage of the lands specifically set aside for permanent preservation in the final development order.
k. Changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project except as otherwise permitted by sub-subparagraph j.
l. Any other change that the state land planning agency, in consultation with the regional planning council, agrees in writing is similar in nature, impact, or character to the changes enumerated in sub-subparagraphs a.-k. and that does not create the likelihood of any additional regional impact.

This subsection does not require the filing of a notice of proposed change but requires an application to the local government to amend the development order in accordance with the local government's procedures for amendment of a development order. In accordance with the local government's procedures, including requirements for notice to the applicant and the public, the local government shall either deny the application for amendment or adopt an amendment to the development order which approves the application with or without conditions. Following adoption, the local government shall render to the state land planning agency the amendment to the development order. The state land planning agency may appeal, pursuant to s. 380.07(3), the amendment to the development order if the amendment involves sub-subparagraph g., sub-subparagraph h., sub-subparagraph j., sub-subparagraph k., or sub-subparagraph l. and if the agency believes that the change creates a reasonable likelihood of new or additional regional impacts.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Hunting F. Deutsch
EXECUTIVE DIRECTOR

May 16, 2012

Mr. Darrin F. Taylor
Certified Planner/Government Consultant
Carlton Fields, Tallahassee Office
215 S. Monroe Street, Suite 500
Tallahassee, Florida 32301-1866

Dear Darrin:

I am writing in response to your letter of April 24, 2012 (copy attached), regarding the interpretation of House Bill 979 as it relates to a new provision included at sub-subparagraph 380.06(19)(e)2.k, F.S. This provision is an addition to the list of changes that are not substantial deviations and states that changes which do not increase external peak hour trips and do not reduce open space/conserved areas are not substantial deviations. We agree with the interpretations contained in your letter with the following clarifications:

1. On page 2, under item 2, we believe the fourth sentence should be revised to read as follows:

After adoption the local government must render the development order to DEO who may appeal if the amendment involves sub-subparagraphs g, h, j, k, or l and if the agency believes the change creates a reasonable likelihood of new or additional regional impacts ~~it meets the criteria in the statute~~.

It is unclear what "if it meets the criteria in the statute" means, and I have therefore quoted the portions of the statute that apply.

2. Also on page 2, item 2, we would rewrite the part of the paragraph that deals with the Florida Quality Development program as follows:

If the project is a Florida Quality Development (FQD), the developer must file the proposed changes (not a NOPC) with the local government, the DEO, and the RPC. The Department and the local government, in consultation with the regional planning council, determine whether the change is substantial. ~~The RPC is not required to review the change~~. As long as the DEO and local government agree that the changes meet the (e)2 criteria, then no further regional review is required. The local government must in a public hearing make a recommendation for

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the DEO to issue the development order amendment ~~and then render the development order to DEO~~. The DEO issues the development order.

3. On page 3, item 3, you state that "development order amendments that do not result in an increase in external peak hour trips (as determined by the local government) ...." While it is true the local government makes the initial determination regarding whether there is an increase in peak hour trips, the Department is not bound by that determination and will conduct its own review.

If you have any questions, please contact Mike McDaniel at 717-8499 or James Stansbury at 717-8512.

Sincerely,

J. Thomas Beck, Director
Division of Community Development

JTB/mm

Attachment: April 24, 2012 Letter

CARLTON FIELDS

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April 24, 2012

J.Thomas Beck, Director
Division of Community Development
Florida Department of Economic
Opportunity
The Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399

Re: Interplay between HB 979 and s.380.06(19)(b) and substantial deviation presumptions

Dear Tom:

This week Nancy Linnan, Linda Shelley and I met with Mike McDaniel, David Jordan and James Stansbury to discuss how the Department will interpret the new DRI law approved in the 2012 Legislative Session, specifically s.380.06(19)(e)2.k. This provision exempts from the Notice of Proposed Change (NOPC) requirements development order amendments that result in no increase in peak hour trips or decrease in open space or preserved lands. It reads as follows:

k. *Changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project except as otherwise permitted by subparagraph j.*

As with all legislative changes, as the dust begins to settle from the Session and planners and land use attorneys begin to compare and contrast the new and existing law, it is important for DRI practitioners and local governments to understand how the Department interprets the new (e)2.k. language as it relates to the existing provisions in s.380.06(19)(b) - (e) and (i). The meeting with your team was to help us understand your Department's interpretation.

Our position is the new law provides clear direction that if the amendment results in no numerical increase in external peak hour trips (as defined by the local government) and

no decrease in open space or conservation lands, it is deemed to be an (e)2. change and no NOPC review is required. Thus, this provision trumps certain provisions in (19)(b) and (c) that relate to changes in development amounts if the proposed development order amendment does not result in an increase in peak hour trips or a decrease in open space or preserved areas in the project.

At the meeting your staff generally agreed with our recommended approach. It was also agreed, however, that provisions related to non-numerical considerations such as additions of new land within a DRI (s.380.06(19)(e)3.) and development order extensions (s.380.06(19)(c)) were not eligible to be deemed an (e)2. change pursuant to (e)(2)k. The Department could determine, on a case-by-case basis after looking at all the facts, that the addition of new land within a DRI is an (e)2. change pursuant to s.380.06(19)(e)2.l.

We agreed at the meeting to submit our position in writing in order to receive a written determination from the Department and that is the purpose of this letter. As always, the local government retains the ultimate authority to approve or deny the project even if the amendment is deemed to be an (e)2. change.

Below is a comprehensive review of the options available for amending development orders and our position on how s. 380.06(19) should be interpreted in light of the new law change.

1. **Amendments that qualify under (19)(e)1.**

Development order amendments that are less than any of the numerical criteria identified in (19)(b)1. – 10., and do not exceed any other criterion or are a development order extension of less than 5 years, do not require a determination of whether the change is a substantial deviation and do not require a public hearing under s. 380.06. No NOPC is required and only the local approval process is applied. The DO amendment must be sent to the DEO and the Regional Planning Council (RPC) and serves as notice of the amendment to the development order.

2. **Amendments that qualify under (19)(e)2.**

Development order amendments that are identified in (19)(e)a. – j. (copy attached) are not substantial deviations pursuant to s. 380.06(19). These changes are considered to have no regional impacts and no NOPC review is required. The developer must file an application with the local government in accordance with local procedures including notice to the applicant and the public. After adoption the local government must render the development order to DEO who may appeal if it meets the criteria in the statute. If the project is a Florida Quality Development (FQD), the developer must file the proposed change (not a NOPC) with the local government, the DEO and the RPC. The RPC is not required to review the change. As long as the DEO and local government

agree that the changes meet the (e)2. criteria, then no further regional review is required. The local government must in a public hearing make a recommendation for the DEO to issue the development order amendment and then render the development order to DEO. The DEO issues the development order.

3. Amendments that qualify under (19)(e)2.k.

Development order amendments that do not result in an increase in external peak hour trips (as determined by the local government) and do not reduce open space and conservation areas within the project (except as authorized in j.) are deemed to be an (e)2. change. The change can result in additional external non-peak trips and generate additional peak hour trips as long as the trips are all retained on-site. The local government must follow the approval process identified in #2 above (including no NOPC review) and the DEO retains appeal authority if it believes the amendment will generate additional regional impacts.

The following changes identified in (19)(b) and (c) qualify as an (e)2.k. change as long as the effect of the change meets the criteria stated above:

A. Attraction/Recreation – 15% or greater increase in number of parking spaces or 500 or more spaces, or a 15% or greater increase in the number of spectators or 1,500 or more spectators, whichever is greater ((19)(b)1.)

B. Airport – 25% or greater increase in lengthening of an existing runway, a new runway, a new terminal facility or a 25% or greater increase in the number of gates for an existing terminal if at least three gates are added, whichever is greater ((19)(b)2.)

C. Office - 15% or greater increase in land area or gross floor area or 100,000 or more SF whichever is greater ((19)(b)3.)

D. Residential – 10% or greater increase in dwelling units or 55 or more units whichever is greater ((19)(b)4.)

E. Affordable Housing – 50% or greater increase in dwelling units or 200 or more units provided that 15% or more of the units are dedicated to affordable housing ((19)(b)5.)

F. Commercial – 10% or greater increase in square feet of gross floor area, 60,000 or more square feet of gross floor area or 425 or more parking spaces, whichever is greater ((19)(b)6.)

G. RV Parks – 10% or greater increase in vehicle spaces or 110 or more spaces, whichever is greater ((19)(b)7.)

H. Multi-Use – 110% or greater increase in the sum of each land use ((19)(b)9.)

I. New Land Use – Addition of new land use not previously reviewed for 15% or more of land area ((19)(e)5.a.)

J. Simultaneous increases and decreases – A proposed change consisting of simultaneous increases and decreases of at least two of the uses for a DRI which was originally approved with 3 or more uses and residential ((19)(e)5.b.)

K. Affordable Housing – An increase in affordable housing units within a DRI shall not constitute a substantial deviation and shall not be subject to DRI review for additional impacts as long as the total number of new affordable residential units does not exceed 200% of the substantial deviation threshold. ((19)(i))

4. Amendments that do not qualify under (e)1. or (e)2.

The following changes do not qualify under #1 - #3 above. These changes require the developer to either file a NOPC or seek a determination from the Department that the change will not result in additional regional impacts pursuant to s.380.06(19)(e)2.l.:

A. Decrease in Open Space – Decrease in the area set aside for open space of 5% or 20 acres, whichever is less. ((19)(b)8.)

B. External Vehicle Trips – A cumulative increase of 15% in external vehicle trips for the project. ((19)(b)10.)

C. Changes to Preservation Areas – Any change resulting in development of an area specifically set aside for preservation, except those that qualify under the criteria of (e)(2)j. ((19)(b)11.)

D. Changes as a result of requirements from DEP or Water Management District – Changes to an approved development order resulting from requirements imposed by the DEP or the Water Management District. These changes are presumed not to create a substantial deviation and may meet the criteria of (e)(2)l. ((19)(d))

E. Time extensions of 5 Years or More – Extensions to development order approval dates that are for five years or more do not qualify under (e)(2)k. Extensions of less than five years do not require the filing of a NOPC pursuant to s.380.06(19)(e)1., F.S. ((19)(c))

F. Addition of land not previously reviewed within the DRI – Additions of land within the DRI not previously reviewed are presumed to create a substantial

deviation. The amendment could receive a determination from the Department that the change would not result in additional regional impacts pursuant to (e)2.I. ((19)(e)3.)

G. Recalculation of Proportionate Share Calculation – Developers may request a recalculation of the proportionate share calculation and mitigation plan as a result of the new proportionate share formula. The local government is under no obligation to renegotiate the proportionate share calculation. The change, if agreed upon, is presumed not to create a substantial deviation and the change in the proportionate share calculation shall not be considered an additional regional impact. ((19)(e)6.)

Please review our interpretation and let us know if you agree with our position on s.380.06(19) and the new law change. If you have any questions you can call me at (850) 425 – 3398.

Sincerely,

CARLTON FIELDS, P.A.

Darrin F. Taylor

Cc: Linda Shelley
Nancy Linnan
David Jordan
Mike McDaniel
James Stansbury

22943472.1

List of s.380.06(19)(e)2. Changes

(e)2. The following changes, individually or cumulatively with any previous changes, are not substantial deviations:

a. Changes in the name of the project, developer, owner, or monitoring official.

b. Changes to a setback that do not affect noise buffers, environmental protection or mitigation areas, or archaeological or historical resources.

c. Changes to minimum lot sizes.

d. Changes in the configuration of internal roads that do not affect external access points.

e. Changes to the building design or orientation that stay approximately within the approved area designated for such building and parking lot, and which do not affect historical buildings designated as significant by the Division of Historical Resources of the Department of State.

f. Changes to increase the acreage in the development, provided that no development is proposed on the acreage to be added.

g. Changes to eliminate an approved land use, provided that there are no additional regional impacts.

h. Changes required to conform to permits approved by any federal, state, or regional permitting agency, provided that these changes do not create additional regional impacts.

i. Any renovation or redevelopment of development within a previously approved development of regional impact which does not change land use or increase density or intensity of use.

j. Changes that modify boundaries and configuration of areas described in subparagraph (b)11. due to science-based refinement of such areas by survey, by habitat evaluation, by other recognized assessment methodology, or by an environmental assessment. In order for changes to qualify under this sub-subparagraph, the survey, habitat evaluation, or assessment must occur prior to the time a conservation easement protecting such lands is recorded and must not result in any net decrease in the total acreage of the lands specifically set aside for permanent preservation in the final development order.

k. Any other change which the state land planning agency, in consultation with the regional planning council, agrees in writing is similar in nature, impact, or character to the changes enumerated in sub-subparagraphs a.-j. and which does not create the likelihood of any additional regional impact.

EXHIBIT B

CURRENT MASTER DEVELOPMENT PLAN (MAP H), LAND USE AND PHASING TABLES (MAP H-1) AND DETAIL MAP (JANUARY, 2014)

MAP H

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT
SECTION 380.06(19)(E)2.K.,F.S. CHANGE
EIGHT AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

JANUARY, 2014

0 1000 2000 4000 6000
SCALE IN FEET

* NOTE:

Lady Lake: Residential densities may vary. A gross residential density of 3 units per acre shall be maintained. This residential density is reflected as the mixed, medium density residential land use classification on the Lady Lake future land use map.

Sumter: Residential densities may vary. A gross residential density of 3.354 Units per acre shall be maintained. This residential density is comparable to the medium density residential land use classification on the Sumter County future land use map.

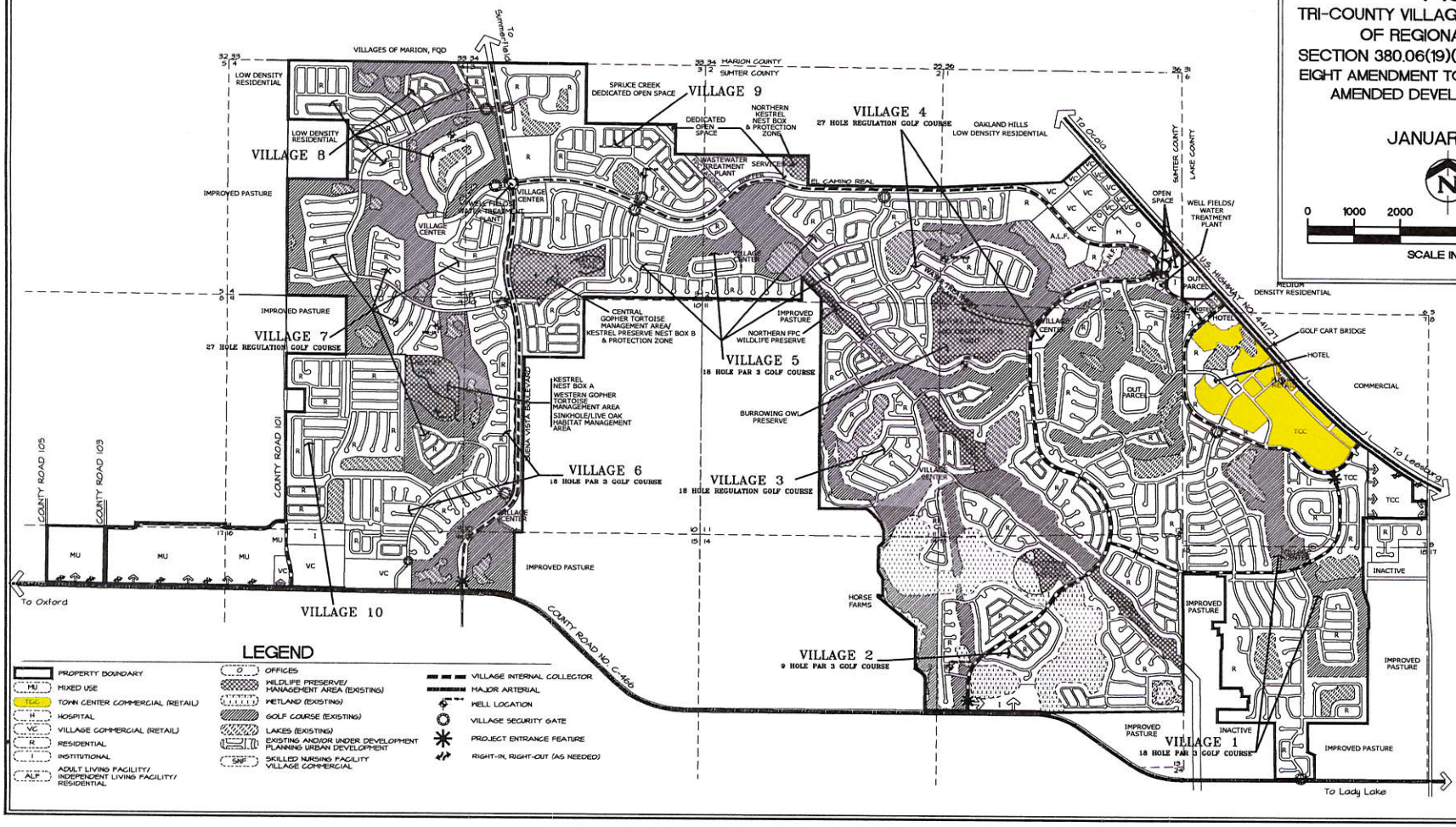

EXHIBIT B

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT SECTION 380.06(19)(E)2.K.F.S. CHANGE
EIGHT AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

JANUARY, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (OBG SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (OBG WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	410.6	2,060		2,343.0	11,719		2,753.6	13,779	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	8.9			11.0			19.9		
ROOMS			333			300			633
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	80.0	1		706.0	6.5		786.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWERLINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (OBG SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,400	438	147			2,060
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		48		80	205		333
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (OBG WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			218,000	159,300	585,000	600,000	1,562,300
NEIGHBORHOOD (S.F.)							
SNF (BEDS) (V.C.)					76		76
HOTEL (ROOMS)					100	200	300
OFFICE (GENERAL)					59,000		59,000
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		186	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,237	6,303	4,243	921		13,779
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT B

DETAIL

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT
OF REGIONAL IMPACT
SECTION 380.06(19)(E)2.K.,F.S. CHANGE
EIGHT AMENDMENT TO THE LAKE COUNTY
AMENDED DEVELOPMENT ORDER

JANUARY, 2014

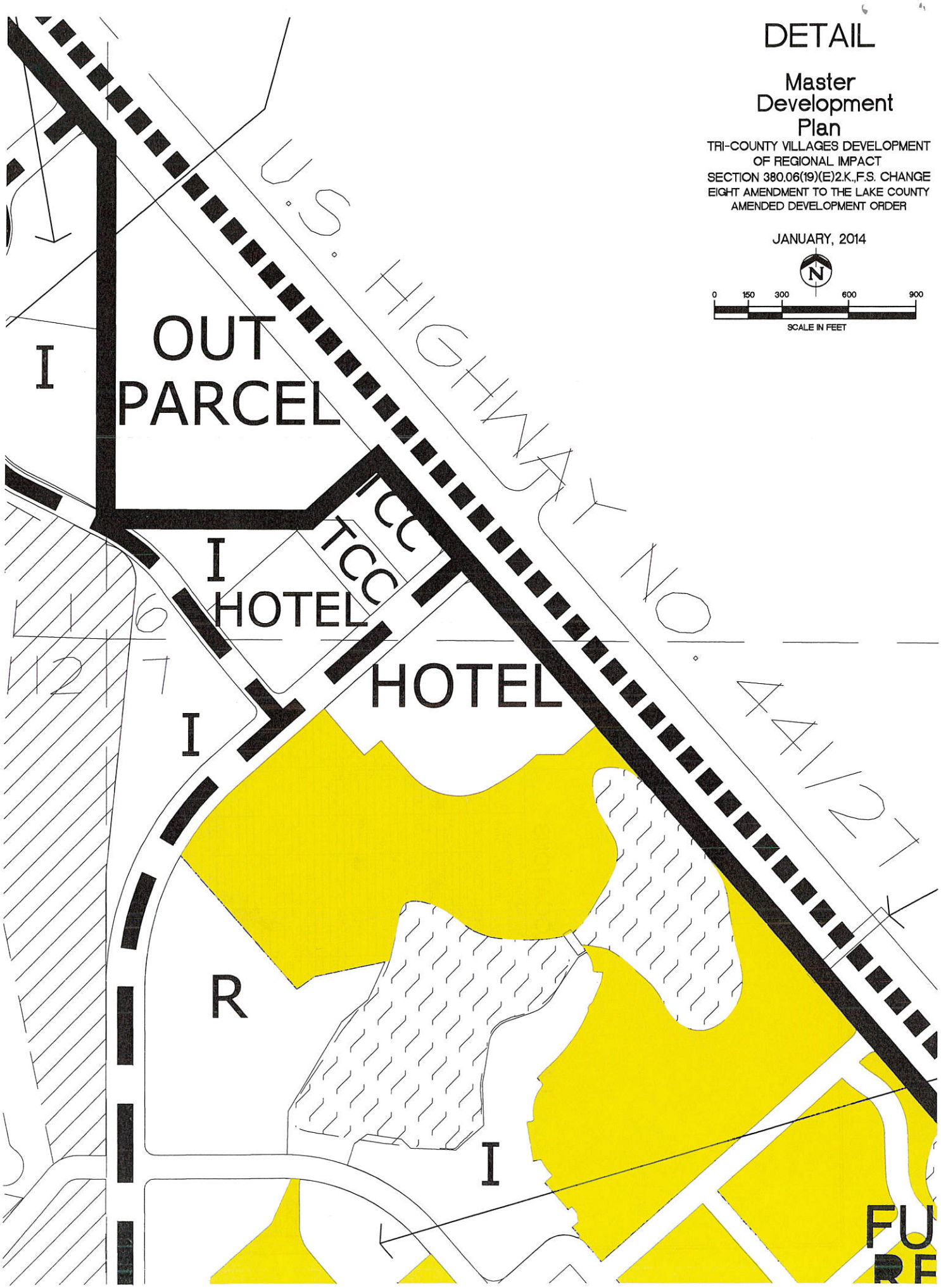

EXHIBIT C

PROPOSED MASTER DEVELOPMENT PLAN (MAP H) SHOWING THE HOTEL LAND USE CHANGED TO RESIDENTIAL, MASTER DEVELOPMENT PLAN (MAP H-1) SHOWING THE HOTEL AND RESIDENTIAL ACREAGE CHANGE AND DETAIL MAP (SEPTEMBER, 2014)

MAP H

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT
SECTION 380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

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SCALE IN FEET

* NOTE:

Lady Lake: Residential densities may vary. A gross residential density of 3 units per acre shall be maintained. This residential density is reflected as the mixed, medium density residential land use classification on the Lady Lake future land use map.

Sumter: Residential densities may vary. A gross residential density of 3.334 units per acre shall be maintained. This residential density is comparable to the medium density residential land use classification on the Sumter County future land use map.

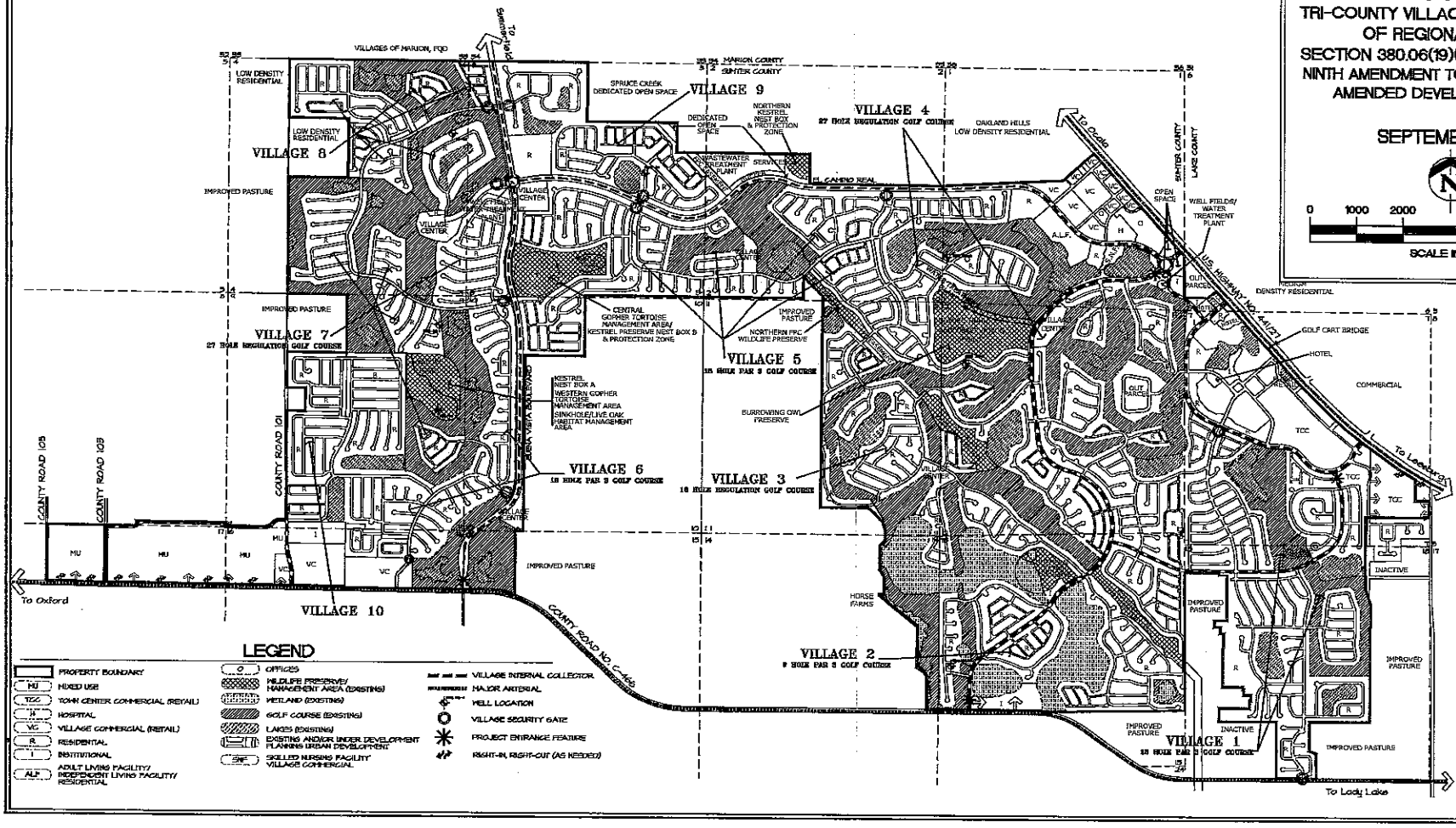

EXHIBIT C

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT SECTION 380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (OBG SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (OBG WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	412.2	2,108		2,343.0	11,719		2,755.2	13,827	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	7.3			11.0			18.3		
ROOMS			304			300			604
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	60.0	1		706.0	6.5		766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWERLINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (OBG SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,448	438	147			2,108
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		0		80	224		304
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (OBG WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			218,000	159,300	585,000	600,000	1,562,300
NEIGHBORHOOD (S.F.)							
SNF (BEDS) (V.C.)					76		76
HOTEL (ROOMS)					100	200	300
OFFICE (GENERAL)					59,000		59,000
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		186	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,285	6,303	4,243	921		13,827
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT C

DETAIL

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT
OF REGIONAL IMPACT
SECTION 380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY
AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

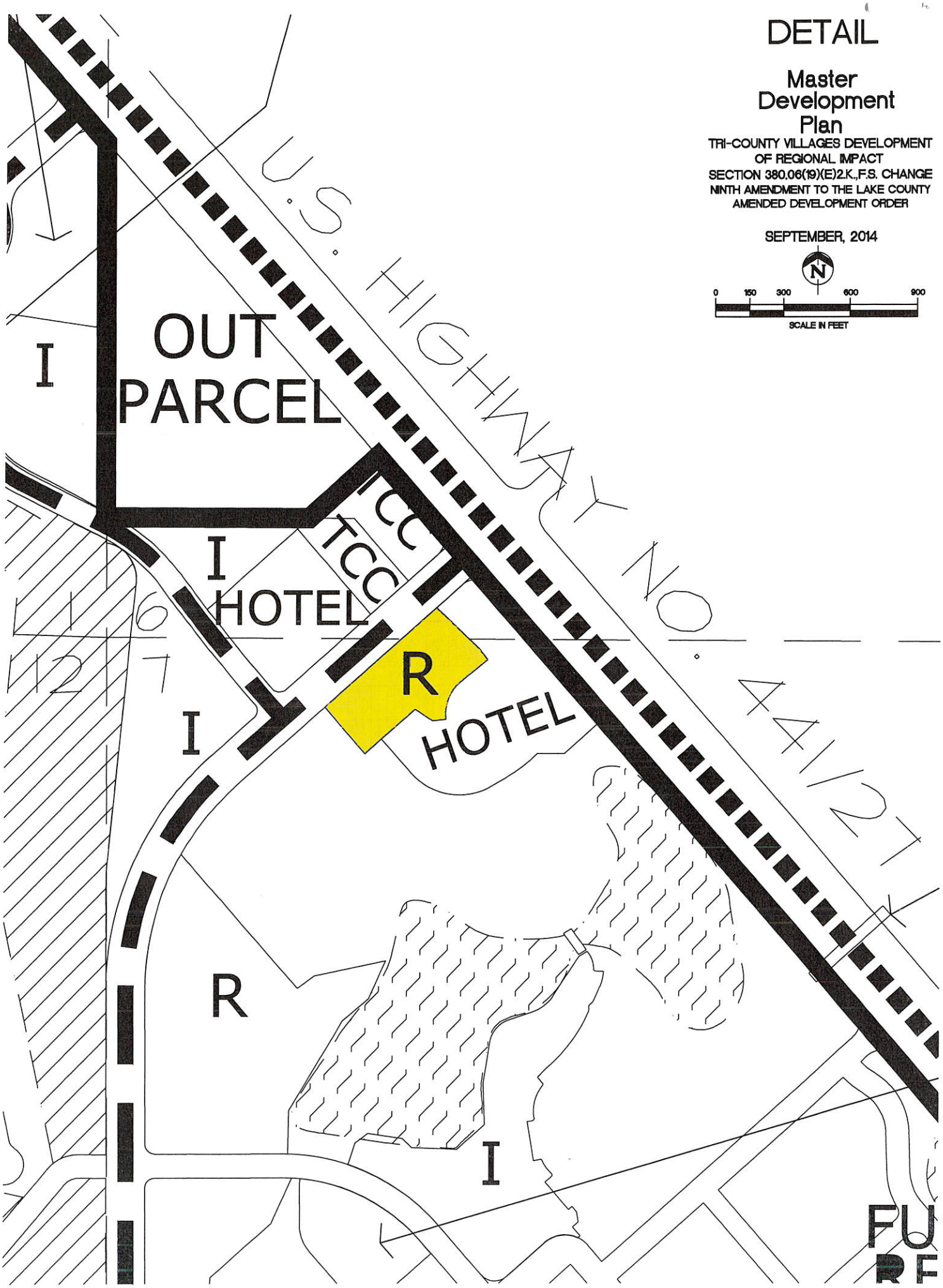

EXHIBIT D

TRAFFIC ANALYSIS BY KIMLEY-HORN & ASSOCIATES

Kimley»Horn

September 11, 2014

Mr. Martin L. Dzuro, P.S.M.
Grant & Dzuro
1045 Lake Sumter Landing
The Villages, Florida 32162

RE: ***Tri-County Villages (Lake) DRI***
Section 380.06 (19)(E)2.k., F.S. Change
Ninth Amendment – Hotel to Condominium
The Villages, FL

Dear Marty:

The Villages is proposing the construction of 48 residential condominiums in the Spanish Springs/Town Center area. This letter summarizes the associated traffic impacts of this land use change to convert a portion of existing hotel use in the Tri-County Villages DRI to condominiums. The proposed reduction of hotel rooms is being made so that there is no increase in traffic impacts from the change.

The proposed condominiums will be located in the southwest quadrant of the intersection of Avenida Central and US 27. The 9th Edition of ITE's *Trip Generation Manual* and the latest DRI and traffic monitoring analyses for the Villages DRIs were used to determine the difference in trip generation associated with the land use change. With the proposed land use change, the trip generation analysis determined that the 48 condominium units will generate 17 trips during the p.m. peak hour, or 0.35 trips per dwelling unit. The trip generation analysis also determined that 29 hotel rooms will generate 17 trips during the p.m. peak hour, or 0.60 trips per room according to the *Trip Generation Manual*. The trip generation analysis is included as Table 1.

In summary, the proposed land use change from hotel to residential condominium will not result in any net new trips for the DRI. In addition, 29 hotel units will need to be reduced to equal the same impact as the proposed 48 condominium units.

If you have any questions or need additional information, please feel free to contact me.

Very truly yours,

KIMLEY-HORN

Richard R. Barr

Richard R. Barr
Senior Vice President

Cc: Darrin Taylor, Carlton Fields

Attachment: Table 1 – Trip Generation Analysis

K:\TAL_TPTO\040380 - Villages\001-021 - Tri-Co. Vill\Hotel to Condominium-Spanish Springs\Hotel_to_Condo_Memo.docx

Table 1 – Trip Generation Analysis

Land Use		Intensity	Units	Equation	PM Peak Hour of Adjacent Street Trips		
					Total	In	Out
Proposed	Residential Condominium/Townhouse	48	du	T = 0.35(X)[1]	17	11	6
Approved	Hotel	29	rooms	T = 0.60(X)[2]	17	9	8
				Total Net New Trips	**0**	**2**	**-2**

Notes:

[1] *Calculated using data from the Villages DRI Studies; Villages O-D Survey*

[2] *Calculated using data from ITE's Trip Generation Manual, 9th Edition*

EXHIBIT E

PROPOSED AMENDMENT TO THE TRI-COUNTY VILLAGES DEVELOPMENT ORDER, LAKE COUNTY

ORDINANCE NO. 2014-___

AN ORDINANCE OF THE TOWN COMMISSION OF LADY LAKE, FLORIDA, ADOPTING A NINTH AMENDMENT TO THE AMENDED DEVELOPMENT ORDER FOR THE TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT LAKE COUNTY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 18, 1988, a DRI known as Orange Blossom Gardens-South (OBGS) was approved by the Town of Lady Lake in Ordinance 88-1. A substantial deviation to the OBG-South DRI was approved on May 7, 1990 by Town of Lady Lake Ordinance 90-12. A second substantial deviation was approved as the Orange Blossom Gardens-West (OBGW) DRI on May 29, 1990 by the Sumter County Board of County Commissioners and on May 7, 1990 by the Town of Lady Lake. The OBGW DRI Development Order was amended on August 14, 1990 and again on February 16, 1993. On September 20, 1994 and October 12, 1994, Sumter County and Lady Lake respectively approved a substantial deviation to the OBGS and OBGW DRI development orders, combining them and referring to the development collectively as the Tri-County Villages DRI. A first revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 29, 1996. On August 3, 1998, a first revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 98-13. A second revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on September 15, 1998. On May 15, 2000, a third revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission. A fourth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on September 12, 2001. A fifth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on May 15, 2002. A sixth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on April 22, 2003. On October 18, 1999, a second revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 99-37. On May 8, 2000, a third revision to the Lady Lake Tri-County Villages development order was approved by Town of Lady Lake Ordinance 2000-20. A fourth revision to the Lady Lake Tri-County Villages development order was approved on May 15, 2003 by Town of Lady Lake Ordinance 2003-07. A seventh revision to the Sumter Tri-

County Villages development order was approved by the Sumter County Commission on March 16, 2004. A seventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on March 16, 2004. On August 2, 2004, a fifth revision to the Lady Lake Tri-County Villages development order was approved on August 2, 2004 by Town of Lady Lake Ordinance 2004-6. An eighth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 26, 2004. A sixth revision to the Lady Lake Tri-County Villages development order was approved on March 17, 2005 by Town of Lady Lake Ordinance 2005-7. A ninth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on October 11, 2005. A tenth revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on February 10, 2009; a seventh revision to the Lady Lake Tri-County Villages development order was approved by the Lady Lake Town Commission on February 23, 2009. An eleventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on December 11, 2012; an eleventh revision to the Sumter Tri-County Villages development order was approved by the Sumter County Commission on December 11, 2012; and an eighth revision to the Lady Lake Tri-County Villages development order was approved by the Lady Lake Town Commission on March 17, 2014.

WHEREAS, on September 23, 2014, The Villages of Lake-Sumter, Inc and Central Florida Lodging, LLC submitted their e2 application pursuant to 380.06 (19)(e)(2.)k., Florida Statutes (F.S.), to the Town of Lady Lake to amend the Tri-County Villages Development of Regional Impact (DRI) Amended Development Order, (the ADO); and

WHEREAS, the Town of Lady Lake (Lady Lake), as governing body of the local government having jurisdiction, is authorized and empowered to consider DRIs; and

WHEREAS, Lady Lake has reviewed the e2 application, as well as all related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, Lady Lake has conducted an advertised public hearing on _____, 2014 for the purpose of receiving public comment.

NOW, THEREFORE BE IT RESOLVED BY THE LADY LAKE TOWN COMMISSION, IN PUBLIC MEETING DULY CONSTITUTED AND ASSEMBLED THIS _____ DAY OF _____, 2014, THAT THE TRI-COUNTY VILLAGES OF LAKE DRI IS HEREBY APPROVED, EFFECTIVE AS SPECIFIED HEREIN, BASED UPON AND SUBJECT TO THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS/RESTRICTIONS:

SECTION 1. Findings of Fact. Based on the documentation and testimony received at the public hearing, the Board hereby finds as fact as follows:

1. The Tri-County Villages DRI is a mixed-use retirement community Development of Regional Impact located in northwestern Lake County/Lady Lake and in northeastern Sumter County.
2. On September 23, 2014, The Villages of Lake-Sumter, Inc. and Central Florida Lodging, LLC submitted an e2 application to a previously approved DRI pursuant to Section 380.06 (19)(e)(2)k., F.S. to amend the DRI in Lady Lake as follows:
   - Amend Map H to change a portion of the Hotel Land Use to Residential.
   - Amend Map H-1 to convert 29 hotel rooms into 48 townhome/condominium units and to show the acreage changes to Hotel and Residential. (see **EXHIBIT 1**);
3. The changes proposed in the e2 application meet the criteria in s.380.06(19)(e)2.k. because the amendment results in no increase in external peak hour trips and does not reduce open space or conserved lands in the Tri-County Villages Development of Regional Impact (DRI).
4. This amendment is not a substantial deviation to the DRI pursuant to s.380.06(19)(e)2.k.
3. A duly noticed public hearing was conducted on the e2 application by the Town of Lady Lake on _____, 2014 and all interested parties and members of the public were similarly afforded the opportunity to participate.

SECTION 2. Conclusions of Law. Based on the findings of fact adopted above, Lady Lake hereby adopts the following conclusions of law:

1. The Town of Lady Lake is the governing body having jurisdiction over the review and approval of the e2 application, pursuant to Chapter 380, F.S., and is authorized and empowered to issue this Ninth Amendment to the Tri-County Villages DRI ADO.
2. The property does not lie within an Area of Critical State Concern as designated pursuant to Chapter 380.05, F.S.
3. The proposed development is consistent with the applicable local comprehensive plan and is consistent with the applicable local land development regulations.
4. The proposed development is consistent with the East Central Florida Strategic Regional Policy Plan.
6. The provisions of this amendment to the ADO shall not be construed as a waiver of or exception to any local, state or federal law or regulation.
7. The impacts of this development, as conditioned by this Ninth Amendment to the ADO, are adequately addressed pursuant to the requirements of Chapter 380, F.S., and the changes as approved by the Town of Lady Lake do not constitute a substantial deviation to the original DRI Development Order or subsequent amendments or create additional local impacts.
8. To the extent that the application for development approval (ADA), NOPC or e2 application, or any other document is inconsistent with the terms and conditions of this amendment to the ADO, this amendment to the ADO shall prevail.

SECTION 3. General Conditions. The Town of Lady Lake, having made the aforementioned Findings of Fact and Conclusions of Law, hereby approves the proposed changes contained in the NOPC and subsequent addendum submittals and incorporated by reference herein, subject to the following modifications and conditions of development set forth in this amendment to the ADO:

1. Revisions to Development Order
   a. Revised Master Development Plan A revised Master Plan (Map H) and DRI Phase Allocation Table (Map H-1) (revised August, 2014) are hereby adopted for the Tri-County Villages DRI and a copy is attached and incorporated herein as **EXHIBIT 1**.

b. Amend Map H and H-1 to show the change of Hotel Land Use to Residential and a conversion of 29 hotel rooms into 48 townhome/condominium units. (see **EXHIBIT 1**).

c. Final Order. That this amendment to the ADO shall constitute the final order of the Town of Lady Lake in response to the DRI e2 application filed by the Developer.

d. Definitions. That the definitions found in Chapter 380, F.S. (2003) shall apply to this amendment to the ADO.

e. Assignability: Persons Bound. That this amendment to the ADO shall be binding upon the Developer and its heirs, assignees, or successors in interest.

f. Severability. That in the event any portion or section of this amendment to the ADO is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this amendment to the ADO, which shall remain in full force and effect.

g. Recordation of Notice of Adoption. That within sixty (60) days of the issuance of this amendment to the ADO, The Villages of Lake-Sumter, Inc. shall cause a Notice of Adoption of this amendment to be recorded among the Public Records of Lake County in accordance with Section 380.06 (15), F.S., and shall provide a copy of the recorded Notice to the Town of Lady Lake, Sumter County, the ECFRPC, the WRPC and the DEO.

h. Restriction on Downzoning, Density Reduction or Intensity Reduction. That the Town of Lady Lake agrees that the approved DRI shall not be subject to down zoning, density reduction, or intensity reduction after the effective date of this amendment to the ADO, unless the Town of Lady Lake can demonstrate that substantial changes in the conditions underlying the approval of the amendment to the ADO have occurred, or that the amendment to the ADO was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the Town of Lady Lake to be essential to the public health, safety or welfare.

i. Impact Fees. That approval of this amendment to the ADO shall not exempt any portion or unit of the Tri-County Villages of Lake development from any future impact fees imposed by the Town of Lady Lake. Developer credit for applicable improvements paid for by it pursuant to the requirements of this amendment to the ADO shall be given as provided for by Section 380.06(16), F.S.

j. Effective Date. That upon adoption, this Amendment to the ADO shall be transmitted to the ECFRPC, the DEO and the Developer and shall become effective upon rendering of this Development Order by the Town of Lady Lake.

k. Transmittal of Amendment. That certified copies of this amendment to the ADO shall be transmitted immediately by certified mail to ECFRPC, DEO and the Developer, by the Town of Lady Lake.

PASSED AND ORDAINED in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this _____ day of _____, 2014.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

EXHIBIT 1

Master Development Plan, Map H and H-1 (Revised September, 2014)

MAP H

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT
SECTION 380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

0 1000 2000 4000 6000
SCALE IN FEET

* NOTE:

Lady Lake: Residential densities may vary. A gross residential density of 3 units per acre shall be maintained. This residential density is reflected as the mixed, medium density residential land use classification on the Lady Lake future land use map.

Sumter: Residential densities may vary. A gross residential density of 3.354 units per acre shall be maintained. This residential density is comparable to the medium density residential land use classification on the Sumter County future land use map.

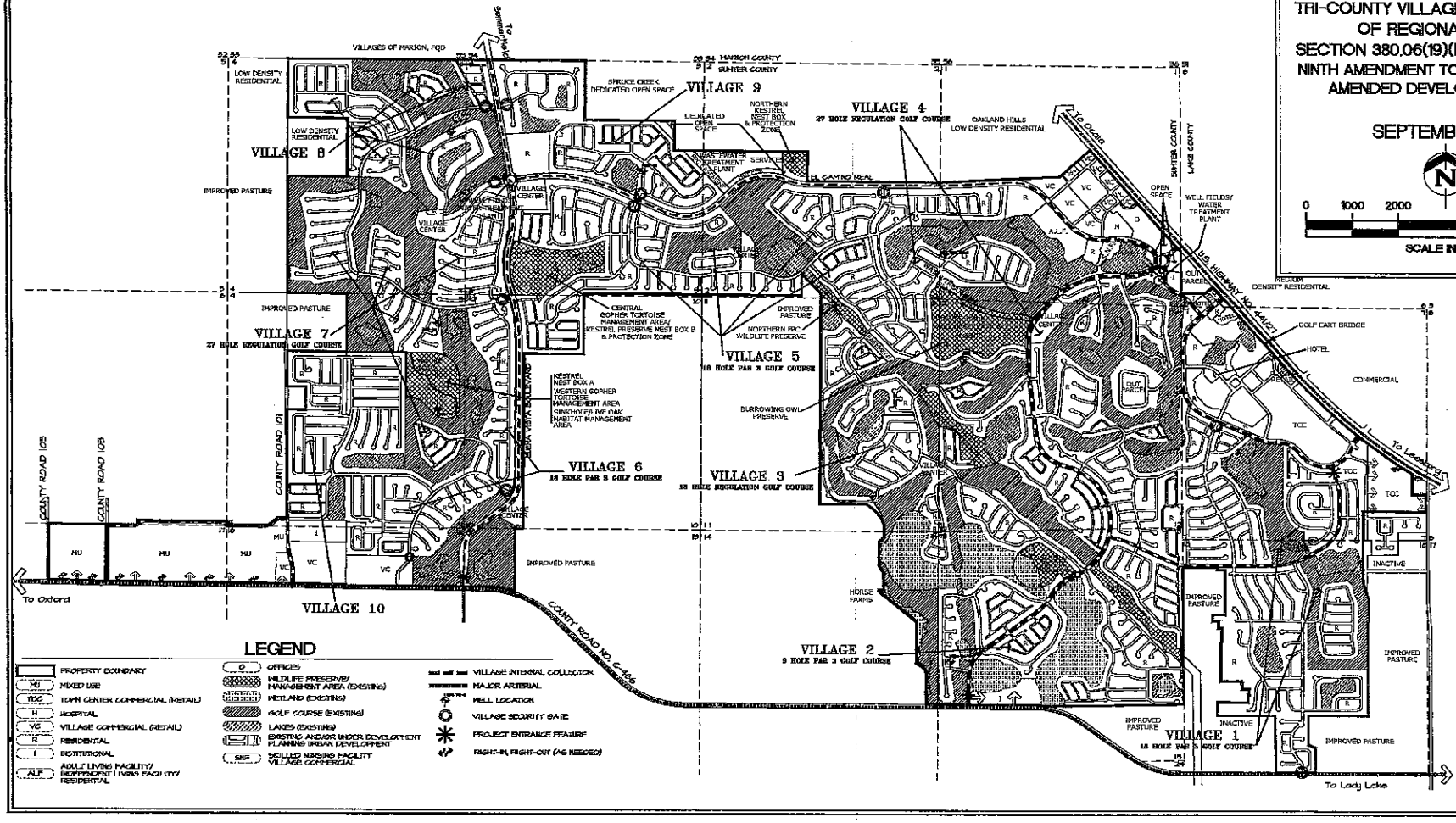

EXHIBIT 1

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT SECTION 380.06(19)(E)2.K.,F.S. CHANGE
NINTH AMENDMENT TO THE LAKE COUNTY AMENDED DEVELOPMENT ORDER

SEPTEMBER, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (OBG SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (OBG WEST/SUMTER CO.)			TOTALS		
	ACRES	UNITS/S.F	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
RESIDENTIAL	412.2	2,108		2,343.0	11,719		2,755.2	13,827	
ALF/ILF (BEDS)				15.5		249	15.5		249
COMMERCIAL									
TOWN CENTER	151.4	1,121,450					151.4	1,121,450	
ASSISTED LIVING FACILITY (BEDS)			94						94
VILLAGE				252.4	1,562,300		252.4	1,562,300	
WELLNESS CENTER (V.C.)				2.1	32,000		2.1	32,000	
NEIGHBORHOOD									
SNF (BEDS) (V.C.)				3.7		76	3.7		76
TOTAL COMMERCIAL	151.4	1,121,450		258.2	1,594,300		409.6	2,715,750	
OFFICE (GENERAL)				6.0	59,000		6.0	59,000	
MEDICAL CENTER									
HOSPITAL				6.6			6.6		
BEDS						350			350
MEDICAL OFFICES (OFFICES)				14.4	120,000		14.4	120,000	
HOTEL	7.3			11.0			18.3		
ROOMS			304			300			604
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,235						1,235
INSTITUTIONAL	8.7			32.6			41.3		
GOLF COURSE	60.0	1		706.0	6.5		766.0	7.5	
CLUB HOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
SERVICES				5.4			5.4		
WILDLIFE PRESERVES/MGMT. AREA				192.9			192.9		
POWERLINE R.O.W.				13.0			13.0		
WETLANDS				148.0			148.0		
LAKES	30.0			183.0			213.0		
ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
WATER TREATMENT PLANT				3.2			3.2		
WELLFIELDS				1.4			1.4		
BUFFER				3.6			3.6		
OPEN SPACE				2.6			2.6		
TOTAL ACREAGES	719.1			4,134.0			4,853.1		

PHASING SCHEDULE

LAND USE	EXISTING PRE 1990	1 1990-1994	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
THE VILLAGES OF LAKE (OBG SOUTH - LADY LAKE)							
RESIDENTIAL (UNITS)	75	1,448	438	147			2,108
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	168,000	634,567	35,547	42,450	1,121,450
ASSISTED LIVING FACILITY (BEDS)						94	
HOTEL (ROOMS)		0		80	224		304
ATTRACTION/RECREATION							
THEATRE (SCREENS)			8				8
GOLF COURSE (ACRES)	30	30					60
(HOLES)	9	9					18
INSTITUTIONAL (ACRES)			8.7				8.7
THE VILLAGES OF SUMTER (OBG WEST - SUMTER COUNTY)							
RESIDENTIAL (UNITS)		837	5,865	4,096	921		11,719
ALF (BEDS)					249		249
COMMERCIAL							
VILLAGE (S.F.)			218,000	159,300	585,000	600,000	1,562,300
NEIGHBORHOOD (S.F.)							
SNF (BEDS) (V.C.)					76		76
HOTEL (ROOMS)					100	200	300
OFFICE (GENERAL)					59,000		59,000
MEDICAL CENTER							
WELLNESS CENTER (V.C.) (S.F.)			32,000				32,000
HOSPITAL (BEDS)				60	200	90	350
MEDICAL OFFICES (S.F.) (OFFICES)				60,000	30,000	30,000	120,000
INSTITUTIONAL (ACRES)				32.6			32.6
GOLF COURSE (ACRES)		186	485	35			706
(HOLES)		27	81	9			117
SERVICES			5.4				5.4
TOTAL RESIDENTIAL (UNITS)	75	2,285	6,303	4,243	921		13,827
TOTAL COMMERCIAL (S.F.)	140,886	100,000	418,000	793,867	620,547	642,450	2,715,750
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT 1

J-7

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3, 2014

SUBJECT: Ordinance No. 2014-09 – Second/Final Reading – An ordinance establishing a temporary moratorium on the submittal, processing and issuance of local business tax receipts or land use modifications, or approval for marijuana dispensing organizations or medical marijuana treatment centers, for a period of 280 days from the date of adoption of this ordinance.

DEPARTMENT: Town Attorney/Town Manager

STAFF RECOMMENDED MOTION: Approval of the Second/Final Reading of Ordinance No. 2014-09

SUMMARY: In the event that the Florida Right to Medical Marijuana Initiative, Amendment 2, is passed after the November 4, 2014 general election, this ordinance will allow the Town time to observe what other communities are doing and to see what is working, and will allow the Town time to thoughtfully draft ordinances regulating medical marijuana.

If passed, this ordinance will be in place just prior to the election on November 4, 2014.

FISCAL IMPACT: N/A

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other [ ] Support Documents

DEPARTMENT HEAD KK	**Submitted**	**Date** 10/27/14
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER KK	**Approved Agenda Item for:** 11/3/14	**Date** 10/27/14

TS **COMMISSION ACTION:**

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

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

ORDINANCE NO. 2014-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL, PROCESSING, AND ISSUANCE OF LOCAL BUSINESS TAX RECEIPTS OR LAND USE MODIFICATIONS OR APPROVALS FOR MARIJUANA DISPENSING ORGANIZATIONS OR MEDICAL MARIJUANA TREATMENT CENTERS FOR A PERIOD OF TWO HUNDRED EIGHTY (280) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; THE GEOGRAPHIC AREA COVERED; REPEAL OF CONFLICTING ORDNANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Right to Medical Marijuana Initiative is on the November 4, 2014 ballot as Amendment 2 under the title "Use of Marijuana for Certain Medical Conditions," and, if it passes, would become Section 29 to Article X of the Florida Constitution; and,

WHEREAS, passage of Amendment 2 would legalize the medical use of marijuana, allow for the creation of medical marijuana treatment centers, and allow for licensed caregivers to dispense medical marijuana; and,

WHEREAS, Amendment 2 directs the Florida Department of Health to promulgate regulations for the registration of medical marijuana treatment centers, and to establish procedures for the issuance of patient and personal caregiver identification cards; and,

WHEREAS, the Town of Lady Lake regulates the use of land within the Town of Lady Lake in accordance with the Future Land Use Map designations in the Comprehensive Plan and the Land Development Regulations; and,

WHEREAS, the use, cultivation and dispensation of medical marijuana is currently illegal in the state of Florida, other than low-THC cannabis authorized under the Florida Compassionate Medical Cannabis Act of 2014 at Florida Statutes Section 381.986; and,

WHEREAS, the Town of Lady Lake does not have definitions or regulations in either the Comprehensive Plan or the Land Development Regulations related to the cultivation, dispensation, or use of medical marijuana, or any activities related to or uses of medical marijuana permitted under Amendment 2; and

WHEREAS, the Town of Lady Lake desires to wait to pass regulations concerning activities related to or uses of medical marijuana permitted under Amendment 2 until Amendment 2 passes, and until the Florida Department of Health promulgates all appropriate regulations, so that the Town of Lady Lake has time to review applicable regulations for the avoidance of regulatory conflict; and

WHEREAS, the Town of Lady Lake desires to protect the public health, safety and welfare of the Town of Lady Lake by reviewing the impact of Amendment 2 and all applicable

DRAFT

Florida Department of Health regulations prior to modifying the Comprehensive Plan or the Land Development Regulations.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF LADY LAKE HEREBY ORDAINS:

Section 1. **Legislative Findings** - That the above recitals are true and correct and are incorporated herein by reference.

Section 2. **Intent and Purpose** - The intent and purpose of this Ordinance is to provide the Town of Lady Lake with the opportunity to review the impact of a constitutional amendment legalizing medical marijuana and the impact of Department of Health regulations that have yet to be enacted prior to modifying the Town of Lady Lake Comprehensive Plan and Land Development Regulations.

Section 3. **Definitions** - For the purpose of this ordinance, the following terms are defined as follows:

"Marijuana" has the meaning given cannabis in Section 893.02 (3), Florida Statutes (2013).

"Medical Marijuana Treatment Center" means any entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, related supplies, or educational materials to any person.

"Medical Marijuana Dispensary" means any person or entity that acquires, cultivates, possesses, processes, transfers, transports, sells, distributes, dispenses, or administers marijuana or related supplies pursuant to any Florida statute.

"Personal Caregiver" means a person who has agreed to assist with another person's use of marijuana, including any person who obtains a caregiver identification card issued by the Florida Department of Health.

Section 4. **Moratorium Imposed** - The Town of Lady Lake hereby prohibits the operation of any medical marijuana facility in any area subject to the jurisdiction of the Town of Lady Lake and a moratorium is declared effective as follows:

1. The Town of Lady Lake shall not accept, process or approve any application for business tax receipts, licenses, building permits, land use permits, or any development permits concerning or related to a medical marijuana treatment center, medical marijuana dispensary, personal caregiver or any other marijuana related activity or use within the corporate limits of the Town of Lady Lake.

2. The Town of Lady Lake shall not accept, process or approve any business tax receipts, building permits, land use permits, or any development permits concerning or related to a medical marijuana treatment center, medical marijuana dispensary, personal caregiver or any other marijuana related activity or use within the corporate limits of the Town of Lady Lake.

3. The Town of Lady Lake shall not accept, process or approve any licenses, permits, or approvals for any property, entity, or individual for the sale or dispensation of marijuana, or for the operation of any medical marijuana treatment center or medical marijuana dispensary, or to operate as a personal caregiver so long as this ordinance is in effect. No person, entity or partnership shall establish, operate or engage in the operation of a medical marijuana treatment center or medical marijuana dispensary within the corporate limits of the Town of Lady Lake.

Section 5. **Duration of Moratorium** - The moratorium imposed by this ordinance shall be effective for two hundred eighty (280) days from the effective date, unless rescinded sooner. Prior to the expiration of the moratorium, the Town of Lady Lake may extend the moratorium for an additional eighty (80) days.

Section 6. **Ordinance to Be Liberally Construed** - This ordinance shall be liberally construed to carry out its purposes, which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the Town of Lady Lake.

Section 7. **Severability** - Should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 8. **Effective Date** - This Ordinance is effective upon the passage of Amendment 2 and is void and not effective if Amendment 2 is not passed.

PASSED AND ORDAINED on this 3rd day of **November, 2014**, 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

DRAFT

J-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 3, 2014

SUBJECT: **Resolution 2014-118- Request for Special Permit Use (SPU) for Electronic Message Board/Marquee Sign for the Veterans Memorial Post 347 of the American Legion, Inc. – Tabled from the October 6, 2014 Commission Meeting.**

DEPARTMENT: **GROWTH MANAGEMENT**

RECOMMENDED MOTION:

1. **Motion to approve Resolution 2014-118 Setback Option A regarding the new proposed sign location.**

2. **Motion to approve Resolution 2014-118 Setback Option B for regarding the new proposed sign location.**

3. **Motion to deny Resolution 2014-118.**

Staff supports recommendation of Motion #2.

SUMMARY

Applicant, Timothy J. Tierney, Appointed Commander of the Veterans Memorial Post 347 of the American Legion, Inc., has submitted a Special Permit Use application proposing the installation of an Electronic Message Board/Marquee Sign on new freestanding sign on the property located at 699 West Lady Lake Blvd. (AK# 3861851).

At the October 6, 2014, Town Commission meeting, the applicant was directed to modify the location of the sign placement and at this time the applicant is proposing Option A or Option B to accommodate that request:

- In Setback Option A, the applicant is proposing a 10-foot setback with a sign height of 7 feet above sidewalk.
- In Setback Option B, the applicant is proposing a 15-foot setback with a sign height of 6 feet above sidewalk.

The Lady Lake American Legion is the largest American Legion post in our country. The Veterans Memorial Post 347 of the American Legion has over 4,900 members, and keeps growing along with our area's population. With that, the proposed sign is expected to help with community events for our veterans and the general public in the community.

The new freestanding sign is proposed to be 7 feet 6 inches in width with a digital LED copy area of 14 square feet. Since the sign is proposed to be installed within the embankment where the topography declines significantly, even though sign height is proposed to be 11 feet 6 inches, the visible part of the sign from the sidewalk is proposed to change in height based on the option selected; never to exceed eight (8) feet in height above grade which is in compliance with the land development code. In 2007 as part of Highway 466 improvement widening efforts, a permanent grading and construction easement was executed for the southeastern corner of Rolling Acres Road and Highway 466, so Lake County has cleared the sign project to move forward. Lake County has provided specific locations for the sign placement that would be met with visibility triangle requirements.

A statement of adherence to the guidelines of the Electronic Message Board/Marquee Sign has been submitted indicating that the applicant will follow most standards outlined under the provisions of Town of Lady Lake Land Development Regulation, Chapter 17, Section 17-3).e).(4)., including dimming features and capabilities for the light-emitting diode (LED) sign.

The future land use and zoning designations of the adjacent properties are as follows:

Future Land Use

Subject Property	Other Institutional Facilities (OIF)
Future Land Use of Adjacent Properties	
West	ROW/ Lady Lake- Commercial Retail Sales & Services (RET) & Multi-Family High Density (MF-HD)
East	Other Institutional Facilities (OIF) & Religious Facilities (RF)
North	ROW/Commercial Tourist (CT)
South	Lady Lake- Commercial Retail Sales & Services (RET)

Zoning

Subject Property	Public Facilities District (PFD)
Zoning of Adjacent Properties	
West	ROW/Heavy Commercial (HC) & Multi-Family High Density (MF-18)
East	Public Facilities District (PFD)
North	ROW/Light Commercial (LC) & Commercial Tourist (CT)
South	Planned Commercial (CP)

The zoning of the subject site allows for development and construction of freestanding signs, on which the applicant can install an Electronic Message Boards/Marquee Sign upon Town Commission approval; therefore, the requested permit is consistent with the directives of the Land Development Regulations and Comprehensive Plan.

Applications for Special Permit Use (SPU) must be made to the Town in accordance with the procedures established for Electronic Message Boards pursuant to Chapter 17, Section 17-3, (e). (4).

Chapter 17, Section 17-3,(e), (4) Review Criteria. When reviewing an application for a special permit use for Electronic Message Boards, the Town Commission shall consider the following:

Electronic Message Boards must adhere to the following guidelines:

a. Shall only be placed on approved freestanding signs.

b. Maximum copy area shall not exceed fourteen (14) square feet per each side.

c. Flashing, scintillating, beacon or running lights or movement or which gives the visual impression of such flashing, scintillation, or movement shall not be allowed.

d. Shall only display text. The text shall be amber-colored or similar lettering with black background.

e. All electronic message boards/marquee signs are required to incorporate dimming features and capabilities. These features will be reviewed concurrent with the permitting process.

Comments:

Notices to inform the surrounding property owners (5) within 150' of the subject property of the proposed Special Permit Use were mailed by certified mail return

receipt by Monday, September 22, 2014. The property was also posted on Monday, September 22, 2014.

Past Actions:

The members of the **Technical Review Committee** individually reviewed the application for Resolution 2014-118 and provided all comments by Thursday, September 25, 2014. Please find TRC Report attached.

The **Planning and Zoning Board** does not review Special Permit Use applications.

At the October 6, 2014 **Town Commission** meeting, Resolution 2014-118 was tabled to allow the applicant to prepare alternatives for sign setback locations.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

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

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WT 10-27-14

DEPARTMENT HEAD **Submitted** 10/27/14 **Date**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date**

TOWN ATTORNEY **Approved as to Form and Legality** **Date**

TOWN MANAGER KK **Approved Agenda Item for:** 11/3/14 **Date** 10/27/14

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

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

[ ] Approved with Modification

RESOLUTION NO. 2014-118

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; WITH PROVISIONS PURSUANT TO CHAPTER 17, SECTION 17-3, (e), (4), OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS; GRANTING A SPECIAL PERMIT USE FOR AN ELECTRONIC MESSAGE BOARD/MARQUEE SIGN TO BE LOCATED ON A FREESTANDING SIGN PROPOSED ON THE PROPERTY OWNED BY VETERANS MEMORIAL POST 347 OF THE AMERICAN LEGION INC., LOCATED AT 699 WEST LADY LAKE BOULEVARD (ALT. KEY 3861851), WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.

WHEREAS, Veterans Memorial Post 347 of the American Legion Inc., is the owner of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A", and;

WHEREAS, the Applicant/Property Owner petitioned for a Special Permit Use under the provisions of Chapter 17, Section 17-3, (e), (4), of the Town of Lady Lake Land Development Regulations, which state that any owner who desires the installation of an Electronic Message Board/Marquee Sign shall file an application for a Special Permit Use. Upon Town Commission approval, the Special Permit use will allow for the installation of an Electronic Message Board/Marquee Sign on a permitted freestanding sign proposed to be erected on the property owned by the Veterans Memorial Post 347 of the American Legion Inc., located at 699 West Lady Lake Boulevard, within the town limits of the Town of Lady Lake, Florida, and;

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the Special Permit Use request, and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for the Special Permit Use set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a Special Permit Use under the provisions of Chapter 17, Section 17-3, (e), (4) of the Town of Lady Lake Land Development Regulations, which state that any owner who desires the installation of an Electronic Message Board/Marquee Sign shall file an application for a Special Permit Use. The Special Permit use will allow for the installation of an Electronic Message Board/Marquee Sign on a permitted freestanding sign proposed to be erected on the property owned by the Veterans Memorial Post 347 of the American Legion Inc., located at 699 West Lady Lake Boulevard, within the town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this _____ day of _____, **2014**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

ACKNOWLEDGED:

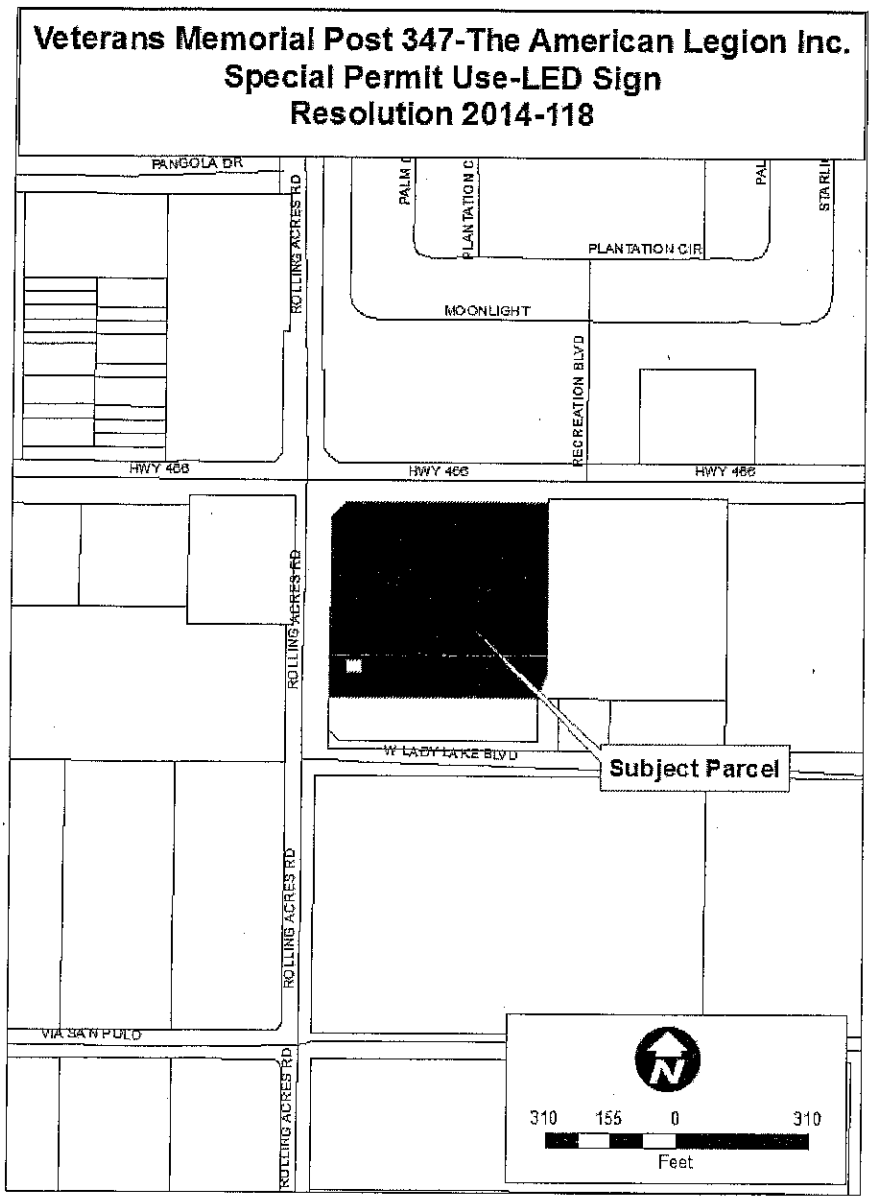
The undersigned land owner by the execution hereof agrees to comply with the conditions of the special permit use as established herein.

_____
Veterans Memorial Post 347 of the American Legion
Property Owner/Representative

Exhibit A – Legal Description

Section 20 Township 18 South Range 24 East

LADY LAKE, LEE & STEVENS ADD FROM NW COR OF SEC 20-18-24 RUN S 0-19-22 W 85.07 FT, S 89-40-38 E 60 FT FOR POB, RUN N 45-13-12 E 50 FT TO A LINE LYING 50 FT S OF & PARALLEL WITH THE N LINE OF NW 1/4 OF SEC 20, S 89-53-58 E 473.14 FT, S 0-03-46 W 397.61 FT, S 18-53-55 W 63.21 FT, S 0-14-54 W 100 FT TO A LINE LYING 20 FT N OF & PARALLEL WITH THE N R/W LINE OF LADY LAKE BLVD, N 89-49-42 W 465 FT, N 44-45-49 W 35.62 FT, N 0-19-22 E 496.45 FT TO POB--LESS CLAYTOP SUB & LESS FROM NW COR OF SEC 20-18-24 RUN S 89-53-58 E 100.76 FT, S 0-19-22 W 419.12 FT FOR POB, RUN N 90-0-0 E 32 FT, S 0-0-0 W 30 FT, S 90-0-0 W 32 FT, N 0-0-0 E 30 FT TO POB--PB 8 PG 11 ORB 3403 PG 525



RECEIVED
SEP 4 2014
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

TOWN OF LADY LAKE
SPECIAL PERMIT USE APPLICATION

1. Applicant's Name: TIMOTHY J. TIERNEY

Address: _____

Telephone Number: _____ E-mail address _____

Applicant is: Owner ___ Developer ___ Lessee ___ Agent ___ Optionee ___

2. Owner's Name: AMERICAN LEGION VETERANS MEMORIAL POST 347

Address: 699 W. LADY LAKE BLVD., LADY LAKE, FL 32159

Telephone Number: 352-750-2099 E-mail address alpost347@comcast.net

3. Project Name: _____

Physical Location/Address: SOUTHEAST CORNER OF CR 466 AND ROLLING ACRES RD.

4. The exact legal description of the property as shown on the Tax Receipt or the Warranty Deed, or attach a separate sheet to the application form: SEE ATTACHED

5. The property is currently zoned: COMMERCIAL

6. Briefly describe the proposed special permit use: MESSAGE SIGN

7. Where is the closest Electronic Message Board/ Marque Sign located? APPROX 1/4 MILE - NORTH SIDE OF CR 466

8. Please check one: ✓ Monument Sign ___ Pole Sign

Have any development reviews and/or approvals been granted to this property? Yes __ No __

9. Electronic Message proposed square footage: 26.25 SQ FT (3.5'x7.5')

11. Provide a conceptual site plan showing buildings, parking and access locations, utility service points, proposed screening or buffering and any other pertinent information.

12. Has a written statement confirming that the Review Criteria listed in Chapter 17, Section 3, (e), (4) been provided? _____

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND TWENTY (20) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION and one (1) 11" x 17" copy AS REQUIRED BYTHE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIORTO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:
Date Application Received: 09-04-14 Received by: [illegible]
Present Zoning of Property: Public Facilities District - PFD
Future Land Use Designation: Other Institutional Facilities - OIF
Fees Paid: Special Permit Use (Zoning Fees (BZ)) $825.00

Veterans Memorial Post 347-The American Legion Inc.
Special Permit Use-LED Sign
Resolution 2014-118

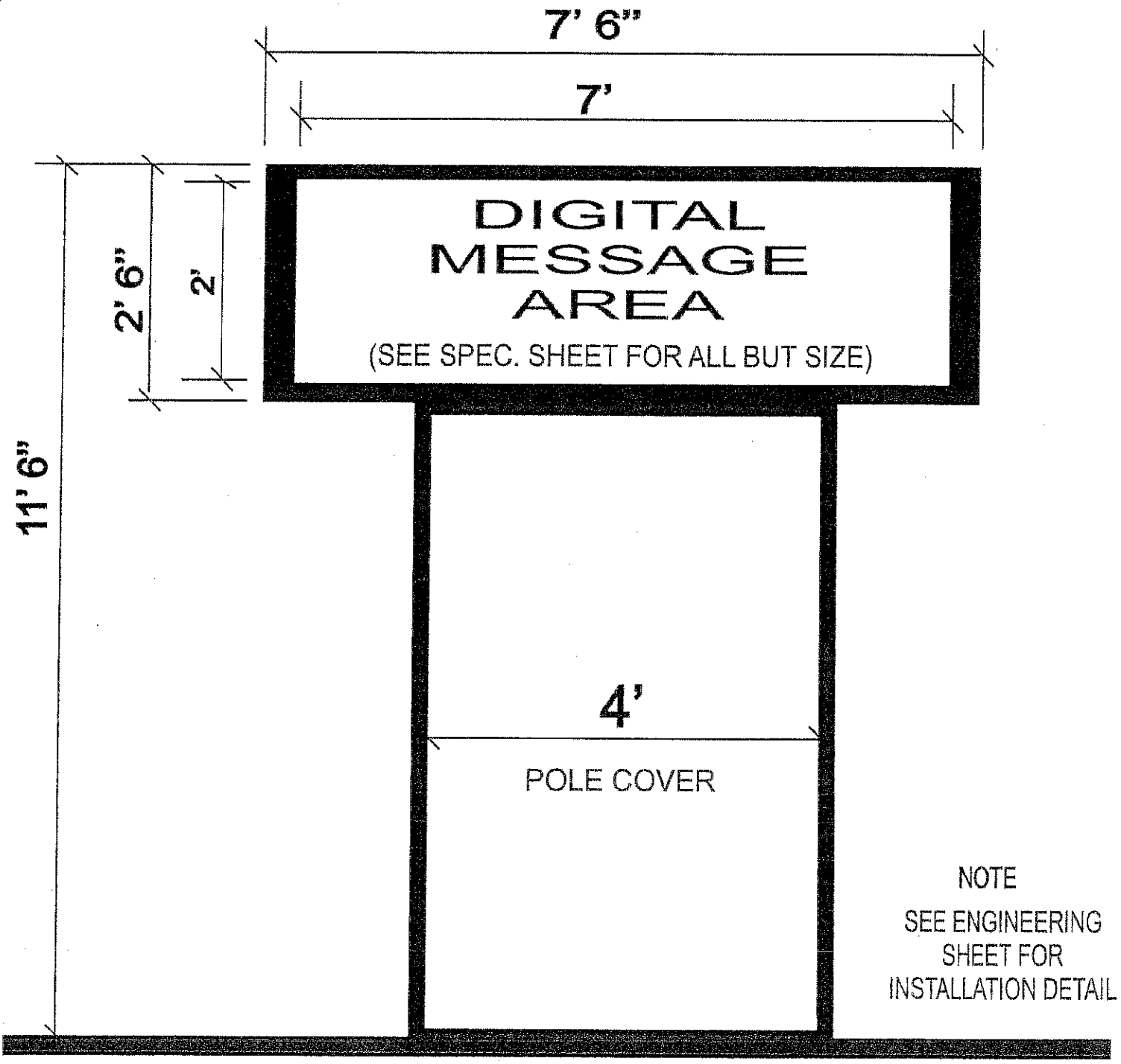
HWY 466
R/W LINE
10'
PROPOSED LOCATION
OF MESSAGE CENTER
SETBACK OPTION 'A'
TOP OF SIGN 7' ABOVE
SIDEWALK
ROLLING ACRES ROAD
R/W LINE
AMERICAN
LEGION
NOT TO SCALE
Property Of
Sign Wizard, Inc
352-365-6922

HWY 466
R/W LINE
15'
PROPOSED LOCATION
OF MESSAGE CENTER
SETBACK OPTION 'B'
TOP OF SIGN 6' ABOVE
SIDEWALK
ROLLING ACRES ROAD
R/W LINE
AMERICAN
LEGION
NOT TO SCALE
Property Of
Sign Wizard, Inc
352-365-6922

Property Of

Sign Wizard, Inc

352-365-6922



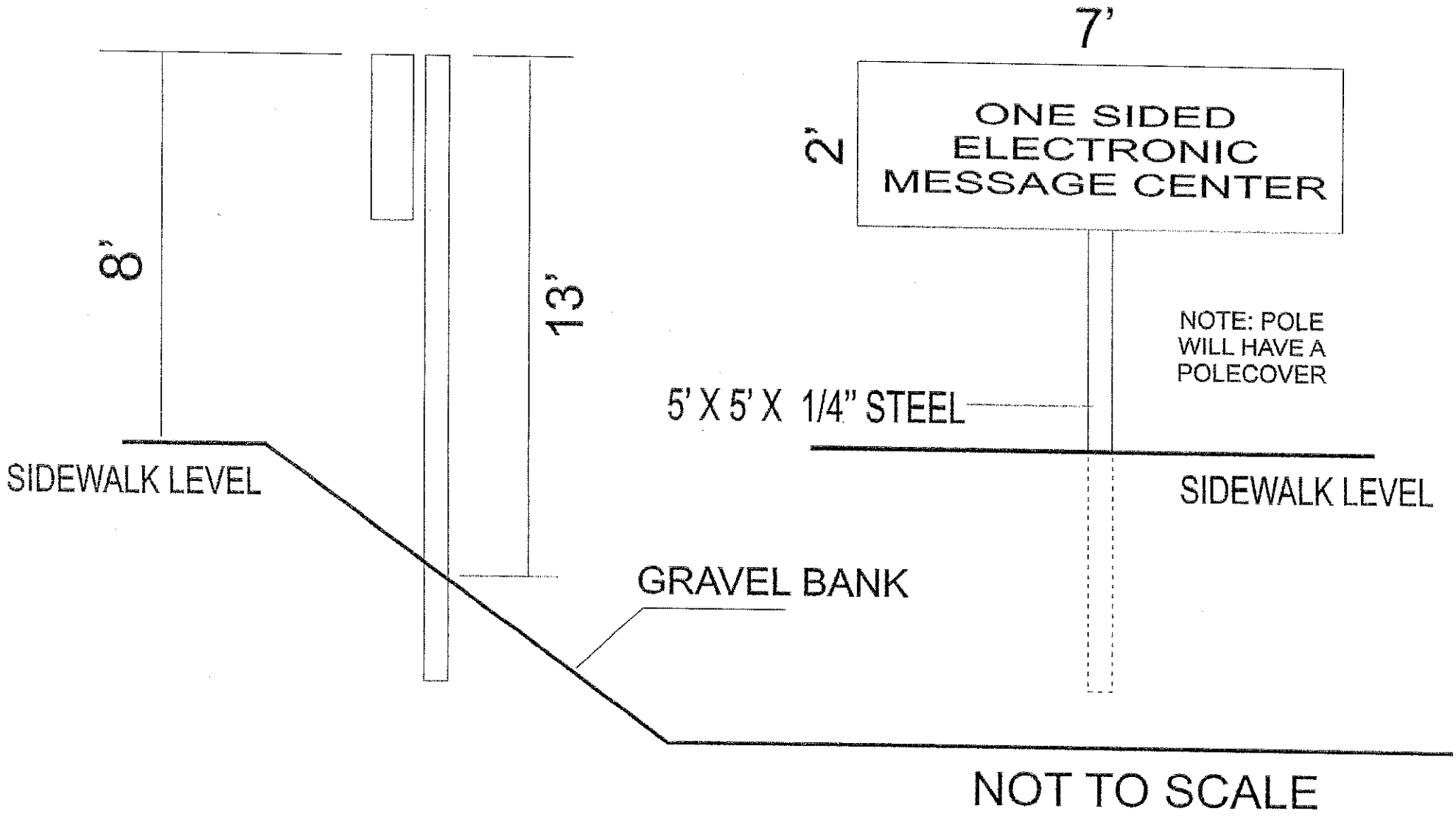
NOTE

SEE ENGINEERING SHEET FOR INSTALLATION DETAIL

Property Of

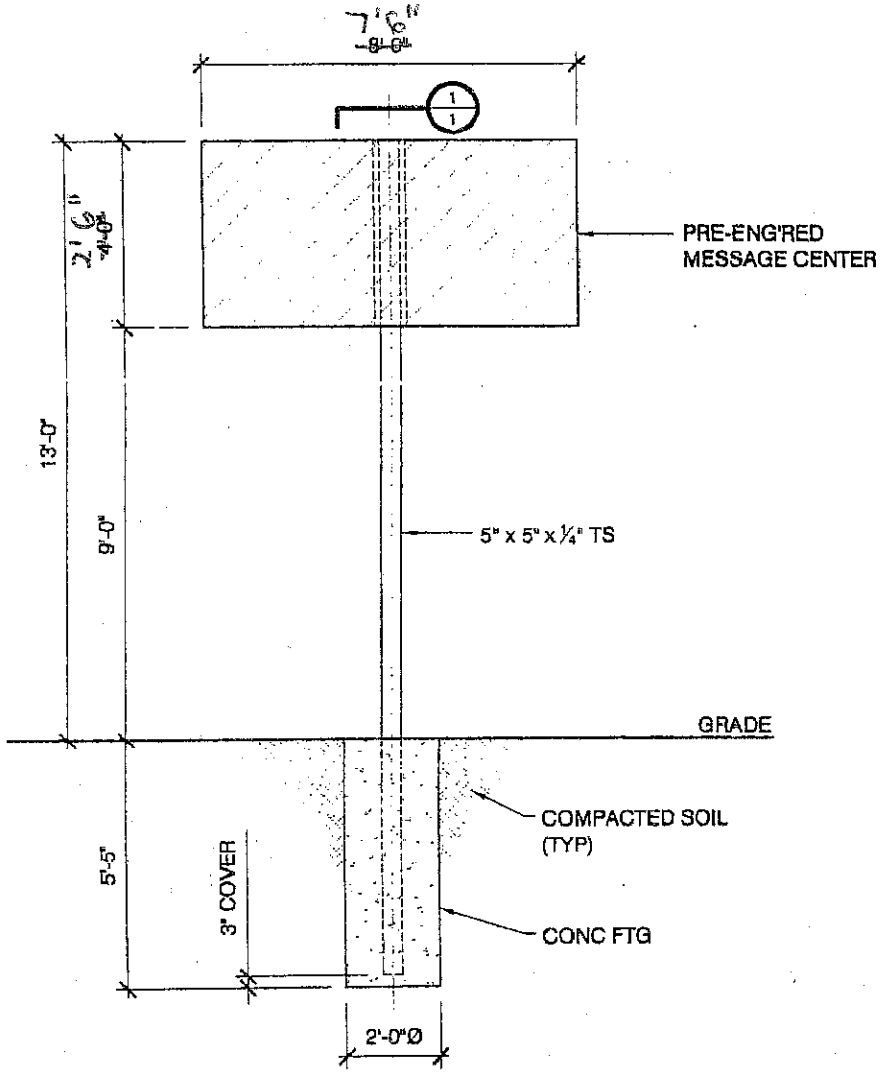
Sign Wizard, Inc

352-365-6922



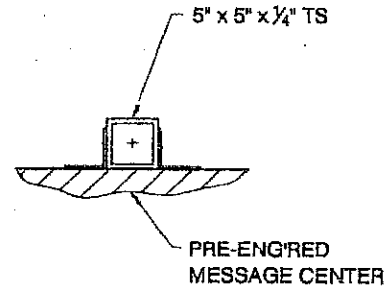
JOB NAME:
AMERICAN LEGION
LADY LAKE, FL

Property of
Sign Wizard, Inc
352-365-6922



SIGN ELEVATION

SCALE: 3/8" = 1'-0"



DETAIL

1/1

SCALE: 1" = 1'-0"

NOTES:

1. DESIGN WIND PRESSURE IN CONFORMANCE w/ FBC 2010 ED REFERENCING ASCE 7-10. SEE CHART FOR DESIGN CRITERIA
2. PRE-ENG'RED SIGN FACE BY OTHERS. DELEGATE ENGINEER SHALL PROVIDE DESIGN DRAWINGS TO RICHARDSON ENGINEERING FOR APPROVAL PRIOR TO FABRICATION OR ERECTION
3. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERPROOFING
4. ALL WELDING SHALL BE IN CONFORMANCE w/ AWS D1.1 (LATEST EDITION) USING E70XX ELECTRODES. ALL WELDS SHALL BE FULL PENETRATION WELDS AT ALL POINTS OF CONTACT UNLESS NOTED OTHERWISE.
5. SOIL SHALL BE CLEAN SAND w/ A MINIMUM ALLOWABLE BEARING PRESSURE OF 2000 psf AND A MINIMUM ALLOWABLE LATERAL PASSIVE PRESSURE (FOR ISOLATED POLE) OF 300 psf/ft
6. CONCRETE: SHALL BE 3000 psi @ 28 DAYS
7. STEEL: TUBE: Fy = 46 ksi MIN

WIND DESIGN CRITERIA CHART

RISK CATEGORY	II
WIND VELOCITY (mph)	139
EXPOSURE CATEGORY	B
FORCE COEFFICIENT (Cf)	1.8
FACTORED DESIGN WIND PRESSURE	22.3

DO NOT MASTER FILE THIS DRAWING

RICHARDSON ENGINEERING

SEALED BY RICHARD B. RICHARDSON, P.E.
131 ZELMA STREET
ORLANDO, FLORIDA 32803
(407) 426-4002
LIC#: 00012380 ID#: EB26351

PROJECT: AMERICAN LEGION LADY LAKE, FL

CLIENT: SIGN WIZZARD

JOB#: 140406 | DATE: 06-02-14

SHEET: 1 OF 1 | DRAWN BY: CAS

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Timothy Tierney who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

(2) That he desires approval for:
Electronic Message Board

(3) That he has appointed _____ to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 30 day of July, 2014, by Timothy Tierney, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Patricia L Sizemore
Notary Public

PATRICIA L. SIZEMORE
Notary Public - State of Florida
My Comm. Expires Apr 11, 2015
Commission # EE 76990
Bonded Through National Notary Assn.

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Timothy J Tierney, who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:
Special Permit Use For 1 Sign

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 19th day of August, 20 14, by _____, who is personally known to me or who has produced Timothy John Tierney as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission EE045176
Expires 12/20/2014

The American Legion

Veterans Memorial Post 347

August 19, 2014

Town of Lady Lake
409 Fennel Blvd.
Lady Lake, Fl. 32159

Please accept this letter addressing the five points of the Sign Code for Electronic Message Board Signs.

Special Use Permit application for 699 W. Lady Lake Blvd, will:

1. Be placed on an approved freestanding sign.
2. Shall have a maximum copy area of 14 square feet per each side.
3. Shall not flash, scintillate, have beacon or running lights or movement or which gives the visual impression of such flashing, scintillation, or movement.
4. Shall be amber in color with a black background and display text only.
5. Shall have dimming capabilities

And meet all requirements of the Town of Lady Lake Sign code.

Sincerely,

Timothy J. Tierney
Commander

P.O. Box 1534 · Lady Lake, FL. · 32158 · (352) 750-2099 · (352) 750-2202 Fax
"Serving Those That Served"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA, BEING A PORTION OF LOTS 6, 7 AND 8, OFFICIAL PLAT, TOWN OF LADY LAKE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 11, AND A PORTION OF LOTS 2 THROUGH 10 INCLUSIVE, CLAYTOP SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 55, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°19'22" WEST 85.07 FEET ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°40'38" EAST 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°13'12" EAST 50.00 FEET TO A LINE LYING 50.00 FEET SOUTH OF, AND PARALLEL WITH, THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 89°53'58" EAST 473.14 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 00°03'46" WEST 397.61; THENCE SOUTH 18°53'55" WEST 63.21 FEET; THENCE SOUTH 00°14'54" WEST 100.00 FEET TO A LINE LYING 20.00 FEET NORTH OF, AND PARALLEL WITH, THE NORTH RIGHT-OF-WAY LINE OF LADY LAKE BOULEVARD, PER SAID PLAT OF CLAYTOP SUBDIVISION, THENCE NORTH 89°49'42" WEST 465.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 44°45'49" WEST 35.62 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 00°19'22" EAST 496.45 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PORTION OF LAND FOR THE PURPOSE OF A LIFT STATION SITE. LYING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF LOT 8, PER OFFICIAL PLAT, TOWN OF LADY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°53'58" EAST A DISTANCE OF 100.76 FET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°19'22" WEST, DEPARTING SAID NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, A DISTANCE OF 419.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST A DISTANCE OF 32.00 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 32.00 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PROPERTY RECORD CARD

General Information

Owner Name:	VETERANS MEMORIAL POST 347	**Alternate Key:**	3861851
Mailing Address:	OF THE AMERICAN LEGION INC PO BOX 1534 LADY LAKE, FL 32158-1534	**Parcel Number:**	20-18-24-110500000700
Property Location:	699 WEST LADY LAKE BLVD LADY LAKE FL 32159	**Millage Group and City:**	00LL (Lady Lake) : 17.6629
Property Description:	LADY LAKE, LEE & STEVENS ADD FROM NW COR OF SEC 20-18-24 RUN| S 0-19-22 W 85.07 FT, S 89-40-38 E 60 FT FOR POB, RUN N | 45-13-12 E 50 FT TO A LINE LYING 50 FT S OF & PARALLEL WITH | THE N LINE OF NW 1/4 OF SEC 20, S 89-53-58 E 473.14 FT, S | 0-03-46 W 397.61 FT, S 18-53-55 W 63.21 FT, S 0-14-54 W 100 | FT TO A LINE LYING 20 FT N OF & PARALLEL WITH THE N R/W LINE| OF LADY LAKE BLVD, N 89-49-42 W 465 FT, N 44-45-49 W 35.62 | FT, N 0-19-22 E 496.45 FT TO POB--LESS CLAYTOP SUB & LESS | FROM NW COR OF SEC 20-18-24 RUN S 89-53-58 E 100.76 FT, S | 0-19-22 W 419.12 FT FOR POB, RUN N 90-0-0 E 32 FT, S 0-0-0 W| 30 FT, S 90-0-0 W 32 FT, N 0-0-0 E 30 FT TO POB--PB 8 PG 11 | ORB 3403 PG 525 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	CLUBS, LODGES, UNION HALLS (7700)	0	0		5.42	AC	$0.00	$433,600.00

Commercial Building(s)

Building 1

Commercial Building Value: $673,028.00

Summary	
Year Built:	1997
Total Square Footage:	14934
Full Bathrooms:	4

Section(s)

Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	10	1	6048	0%	0%	

Half Bathrooms: 0

Elevators: 0

Elevator Landings: 0

Escalators: 0

Residential Units: 0

Kitchens: 0

Fireplaces: 0

Structure Type: Concrete Block or Masonry Walls

Exterior Walls: 06 : 100.00 %

	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	
2	FINISHED LIVING AREA (FLA)	10	1	312	0%	0%		
	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	
3	FINISHED LIVING AREA (FLA)	10	1	1536	0%	0%		
	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	
4	FINISHED LIVING AREA (FLA)	10	1	384	0%	0%		
	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	
5	FINISHED LIVING AREA (FLA)	10	1	5034	0%	0%		
	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	
6	FINISHED LIVING AREA (FLA)	10	1	1620	0%	0%		
	Interior Finish			Percent		Sprinkler	A/C	
	(77C)			100.00 %		No	Yes	

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	PAVING (PAV)	18700	SF	1998	$15,147.00
0002	PARKING LOT LIGHT FIXTURE (PFL)	4	UT	1998	$1,483.00
0003	GARAGE DETACHED (DGF)	540	SF	2011	$8,216.00

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
3403 / 525	3/13/2007	CD	M	V	$1.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$1,131,474	$1,131,474	$0	5.61240	$0.00
LAKE COUNTY MSTU AMBULANCE	$1,131,474	$1,131,474	$0	0.48230	$0.00
LAKE COUNTY MSTU FIRE	$1,131,474	$1,131,474	$0	0.47040	$0.00
SCHOOL BOARD STATE	$1,131,474	$1,131,474	$0	4.99800	$0.00
SCHOOL BOARD LOCAL	$1,131,474	$1,131,474	$0	2.24800	$0.00
TOWN OF LADY LAKE	$1,131,474	$1,131,474	$0	3.87810	$0.00
ST JOHNS RIVER FL WATER MGMT DIST	$1,131,474	$1,131,474	$0	0.31640	$0.00
LAKE COUNTY VOTED DEBT SERVICE	$1,131,474	$1,131,474	$0	0.16000	$0.00
LAKE COUNTY WATER AUTHORITY	$1,131,474	$1,131,474	$0	0.25540	$0.00
NORTH LAKE HOSPITAL DIST	$1,131,474	$1,131,474	$0	1.00000	$0.00
				Total: 19.421	**Total:** $0.00

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.

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Detail by Entity Name

Florida Non Profit Corporation

VETERANS MEMORIAL POST 347, THE AMERICAN LEGION, INC.

Filing Information

Document Number	N31941
FEI/EIN Number	592863768
Date Filed	04/26/1989
State	FL
Status	ACTIVE
Effective Date	06/01/1989

Principal Address

699 W LADY LAKE BLVD
LADY LAKE, FL 32159

Changed: 08/01/1997

Mailing Address

PO BOX 1534
LADY LAKE, FL 32158

Changed: 01/21/2002

Registered Agent Name & Address

YES
699 W LADY LAKE BLVD
LADY LAKE, FL 32159

Name Changed: 07/31/2010

Address Changed: 07/31/2010

Officer/Director Detail

Name & Address

Title C

TIERNEY, TIM
2276 KINCORD COURT

Copyright © and Privacy Policies
State of Florida, Department of State

Title A

BRIGGS, TERRY
2488 BRECKENRIDGE COURT
THE VILLAGES, FL 32162

Title D

SEIDEL, MICHAEL
2436 MERIDA CIRCLE
THE VILLAGES, FL 32162

Title T

MUNDEN, RALPH E
7833 SE 170TH STONEBROOK LN
THE VILLAGES, FL 32162

Title D

CRUCE, TOM
1133 PARADISE DRIVE
LADY LAKE, FL 32159

Title D

BEHN, WILLIAM
7838 COUNTY ROAD 109
LADY LAKE, FL 32159

Annual Reports

Report Year	Filed Date
2012	01/05/2012
2013	01/17/2013
2014	01/12/2014

Document Images

01/12/2014 -- ANNUAL REPORT	View image in PDF format
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02/03/1998 -- ANNUAL REPORT	View image in PDF format
08/01/1997 -- ANNUAL REPORT	View image in PDF format
03/13/1996 -- ANNUAL REPORT	View image in PDF format

DESCRIPTION

One freestanding Pylon sign single sided Electronic Message Center

Sign to include one single sided red greyscale LED message Center, center pole/poles and footing. One pole cover if required by code.

Specifications

A) Electronic Message Center 56 x 112 Pixels

Red greyscale display with 2 LED's per pixel.
Displays up to 7 lines of 5.5" characters. Capable of 1-7 lines of text and graphics.
6272 pixels per sign face
12, 544 LED's per side. Brightness in nits 10,000
20mm dispay (distance between pixels).
Cabinet size: 3'-1" x 7'-7.25"
Display area: 3'-6" x 7'-4.25"
Front serviceable with hinged face
Wifi and software for display included to send messages to display
Displays time and temperature
Requires one 20 amp 120 volt circuit (by others).
Warranty from manufacturer 5 year parts, 1 year labor.

B) steel pole set in concrete per engineers specs

C) Permit and Engineering provided by sign company.

D) Sales Tax LoleCounty

Commander
Johnny Gibbons
1st Vice Commander Mike Seidel
2nd Vice Commander Buzz Miller
3rd Vice Commander Bill Beam
Finance Officer Ralph Munden
Chaplain Len Hertel
Historian Ray Dickerson
Sgt @ Arms Farrell Massey

The American Legion

Members at Large
Len Bierdaman
John Gagliano
Cary Gough
Bill Walsh
Adjutant Bob Johnson
Judge Advocate Jim Dyser
Service Officer John Trankle
Immediate Past Commander
Tom Murphy

Veterans Memorial American Legion Post 347Tim Tierney
P.O. Box 1534
Lady Lake, FL. 32158
June 9, 2014

Sign Wizard
2461 S. Hwy 441/27
Suite B
Fruitland Park, FL. 32195

To Whom it may Concern:

This letter is to inform you that I give permission to Sign Wizard or authorized agent to install message sign on American Legion Post 347 property. The authorized work to be done in my name at the American Legion Post 699 W Lady Lake Blvd., Lady Lake FL. 32159.

Sincerely,

Tim Tierney
Commander
American Legion Post 347

PATRICIA L. SIZEMORE
Notary Public - State of Florida
My Comm. Expires Apr 11, 2018
Commission # EE 76990
Bonded Through National Notary Assn.

P.O. Box 1534 · Lady Lake, FL. · 32158 · (352) 750-2099 · (352) 750-2202 Fax
"Serving Those That Served"

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

September 22, 2014

RE: Special Use Permit Resolution 2014-118

Dear Property Owner:

This is to notify you that Veterans Memorial Post 347 of the American Legion Inc., has filed an application in regarding erecting a freestanding sign proposed at 699 West Lady Lake Blvd., Lady Lake, FL.

Resolution 2014-118

Special Permit Use application in accordance with the provisions of **Chapter 17, Section 17-3).e).(4)** which state that any owner who desires the installation of an Electronic Message Board/Marquee Sign shall file an application for a Special Permit Use. Upon Town Commission approval, the Special Permit use will allow for the installation of an Electronic Message Board/Marquee Sign on a new freestanding sign proposed to be erected at the property owned by the Veterans Memorial Post 347 of the American Legion Inc., located at 699 West Lady Lake Blvd., within the town limits of the Town of Lady Lake, Florida.

Note: Special Permit Use applications are not reviewed/heard by the P&Z Board.

The public hearing date on this petition is scheduled for the following date:

COMMISSION MEETING- Monday, October 6, 2014 at 6:00 p.m.

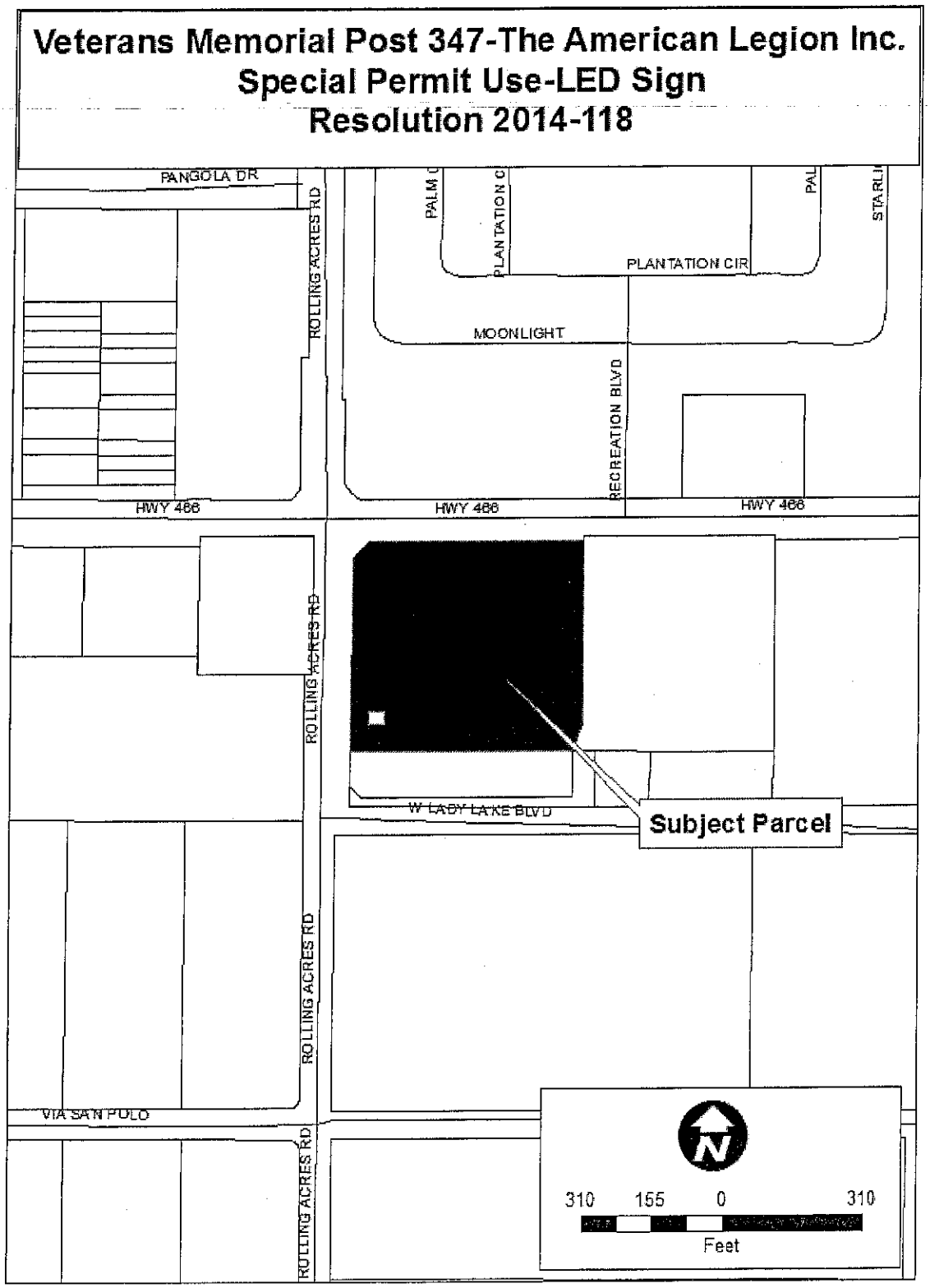
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petition may be inspected at Town Hall during regular business hours in the Growth Management Department.

All persons wishing to cross-examine any party at the public hearings are required to file a Notice to Appear with the Town Clerk at least five (5) days prior to said public hearing in order to be heard at the time and place aforesaid. However, if a person only wishes to speak or testify, and not cross-examine a party, the Notice of Appearance form does not need to be filled out. Any person wishing to appeal a decision of this public body should ensure himself that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call Town Planner Wendy Then at (352) 751-1582 or via email at **WThen@LadyLake.org**.

Sincerely,

Wendy Then, CFM
Town Planner

SUBJECT PARCEL LOCATION



AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerSta	OwnerZip
1610940					
3250222	LAKE COUNTY/SOLID WASTE	315 W MAIN ST OMB OFFICE	TAVARES	FL	32778
1610958	CHURCH OF ST ALBANS INC	1423 PELICAN PATH	THE VILLAGES	FL	32162
1279887	C L D PROPERTIES LTD	101 NE 16TH AVE	OCALA	FL	34470
3874624	TOWN OF LADY LAKE	409 FENNELL BLVD	LADY LAKE	FL	32159
1800609	SOUTHERN ROLLING ACRES LLC	PO BOX 940279	MAITLAND	FL	32794
1120829	LADY LAKE INC	609 HIGHWAY 466	LADY LAKE	FL	32159

Veterans Memorial Post 347 of the American Legion- 699 West Lady Lake Blvd.

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

September 25, 2014

Timothy John Tierney
Veterans Memorial of the American Legion, Inc.
699 West Lady Lake Blvd
Lady Lake, FL 32159

Re: Veterans Memorial Post 347 of the American Legion, Inc – Special Permit Use Request For an Electronic Message Board- AK# 3861851- 699 West Lady Lake Blvd.

Dear Applicant:

On 09/04/2014, Town Staff received a Special Permit Use application for the proposal to install an Electronic Message Board on a new freestanding sign to be located at 699 West Lady Lake Blvd. Pursuant to the provisions of *Chapter 17, Section 17-3).e).4).*, the applicant is requesting via Resolution 2014-118 to be allowed the installation of the Electronic Message Board/Marquee Sign. Our TRC Members reviewed the submitted application packets and determined the application complete to move forward to the Town Commission. The applicant will be required to obtain a Right-of-Way Utilization Permit with Lake County Public Works before installing the sign within the permanent construction and grading easement along the southeast corner of the Rolling Acres Rd. and Hwy 466 intersection.

Please accept this communication as a confirmation that the Special Permit Use application Resolution 2014-118 is ready to proceed to the Public Hearing process.

The following public hearing date for your petition has been scheduled as follows:

TOWN COMMISSION MEETING- Monday, October 6, 2014 at 6:00 p.m.

Please be aware that the applicant and/or a designated representative of the property owner must be present during all meetings.

On 09/22/2014, public notices will be sent to the adjacent property owners within 150 feet of the subject parcel notifying about the public hearing dates, and the property will be posted as well.

Let us know if you have any questions regarding the process and notify us should there be a conflict with your schedule and the scheduled meeting dates.

Respectfully Submitted,

Wendy Thery, CFM
Growth Management Dept.
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
Phone-352-751-1582 Fax 352-751-1514

TECHNICAL REVIEW COMMITTEE COMMENTS
FIRST REVIEW 09/25/2014

Project: Veterans Memorial Post 347 of the American Legion
Proposal: Resolution 2014-118-Special Permit Use for Electronic Message Board Sign
1st & Final Submittal

Description: On 09/04/2014, Town Staff received a Special Permit Use application for the proposal to install an Electronic Message Board on a new freestanding sign to be located at 699 West Lady Lake Blvd. Pursuant to the provisions of Chapter 17, Section 17-3).e).4)., the applicant is requesting via Resolution 2014-118 to be allowed the installation of the Electronic Message Board/Marquee Sign on the property owned by the Veterans Memorial Post 347 of the American Legion Inc., located at 699 West Lady Lake Blvd. (AK #3861851).

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

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. Application is deemed complete. No further comments at this time.

POLICE

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

1. There are no comments at this time pertaining to any issues concerning the Police Department for this application.

FIRE

Questions may be directed to Kerry Barnett k-l5122@peoplepc.com or Capt. Dan Hickey at

1. There are no comments at this time pertaining to any issues concerning Fire for this application.

BUILDING

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

1. There are no comments at this time pertaining to any issues concerning the Florida Building Code by the Building Official for this application.

PUBLIC WORKS

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

1. Comment:
   - Applicant must mark on the ground with white marking paint where the base of the sign is going to be installed and then call 811 for a dig ticket that would allow all potential underground conflicts to be identified and resolved if needed.

LAKE COUNTY PUBLIC WORKS

Questions may be directed to Ross Pluta, Engineer with Lake County Public Works Dept., at 352-483-9041 rpluta@lakecountyfl.gov

1. Comment:
   Due to visibility triangle/sight distance requirements we can permit the requested sign only past the line as shown on the attached pictures (please see pictures attached). This line/setback shall be surveyed and shown on the submitted R/W Utilization Permit Application Plan.

ENGINEERING CONSULTANT

Questions may be directed to Chris Schultz, P.E., at chris.schultz@neel-schaffer.com

1. There are no comments at this time pertaining to any issues concerning Town Engineer for this application.

LAKE COUNTY
FLORIDA

Right-of-Way Utilization Permit

Please complete a separate application for each road

Date: 9/24/2014

American Legion Post 347
Applicant Name:

699 W. Lady Lake Blvd
Applicant's Street Address

Lady Lake, FL 32158
Applicant's City, State, Zip

20 / 18 South 24
Section Township Range

CR 466 / Rolling Acres Rd
Project Road Name

Clayton
Subdivision and/or Site Plan Name (if applicable)

352-750-2099
Telephone Number

al post347@comcast.net
Applicant's e-mail address

☐ Paid / Date / Rec'd By

If this project will result in any new above ground structures, poles, or facilities please state where and what is proposed. Applicant may be requested to provide an engineer's certification that roadway clearance and sight distances have been met.

Description of Work: Install Freestanding Pylon Sign Electronic Message Board on the Corner of CR 466 and Rolling Acres Rd (Southeast Corner)

Contractor: Sign Wizard
Telephone Number: 352-365-6922
Start of Construction Date: Upon approval
Construction duration: 2 days
Is proposed work within city limits? Yes
If so, what city? Lady Lake

A letter of notification was mailed on _____ to the following utilities & municipalities:

Applicant declares that he/she has determined the location of all existing underground and aerial utilities.
Applicant declares that he/she has read the attached application requirements and permit conditions.

Signature of Applicant

Timothy J. Tierney, Commander
Applicant (Print Name)

Road # **To be completed by County Staff**

Permit # _____ Permit Fee: $100.00 Fee Code: **PWRW**

Checked by: _____ Date Checked: _____

Approved by: _____ Date Approved: _____

Special Conditions: _____ Expiration Date: _____

For inspection, call the Lake County Public Works Department at 352-483-9000
Submit Permit to: Lake County Public Works, 437 Ardice Avenue, Eustis, FL 32726

LAKE COUNTY
FLORIDA

Right-of-way Utilization Permit Requirements

The purpose of the Right-of-Way Utilization permit is to control the use of public rights-of-way and public easements and protect the health, safety and welfare of the public. Any work within public rights-of-way requires an approved right-of-way utilization permit.

Application Requirements:
For each road involved, please submit one (1) original application and supporting documentation to the Lake County Department of Public Works.

Completed applications must include a sketch or construction plans drawn to scale, showing the following:

1. The offset from the centerline of the right-of-way or roadway to the proposed utility installation, the road right-of-way width and pavement width, the distance from the edge of pavement to the utility, sidewalks, and the location of all other utilities, including traffic signal utilities, within the area of work.

2. One or more typical cross sections to adequately reflect the location of the utility. Please indicate the minimum vertical clearance above or below the pavement or natural ground.

3. The location of the area of work in relation to the nearest road intersection, bridges, railroad crossings, and other physical features. Please include a location or vicinity map showing the general location of the installation.

All permit applications must demonstrate that the proposed improvements conform to the right-of-way utilization requirements included in the *Lake County Land Development Regulations.*

Projects of significant length and land size may require a complete right-of-way survey.

A performance bond may be required of the applicant in the event the work covered by the right-of-way utilization permit has the potential to significantly damage the right-of-way. The amount of the performance bond shall be 110% of the estimated cost to repair such damage, as determined by Lake County.

Prior to construction, applicant shall provide written notice to all property owners adjacent to the project limits. This notice shall include, at a minimum, the anticipated construction schedule, maintenance of traffic plan and any impacts, permanent or temporary, to the adjacent properties. The notice must provide contact information including the name and telephone number of the project manager. Within a minimum of fourteen (14) calendar days prior to construction, applicant shall provide to the County a copy of the notification with a list of the parties notified.

A copy of the approved permit and related supporting documents shall be on site at all times during construction.

Permit Conditions:
Whenever necessary for the construction, maintenance, operation or alteration of the right-of-way, as determined by the County, any or all of the appurtenances authorized by this permit shall be immediately removed from the right-of-way or relocated, as required by the County, at the expense of the applicant unless reimbursement is specifically authorized.

If above ground utilities are being replaced, the old utilities and utility appurtenances must be removed from County right-of-way within thirty (30) days after new utilities are installed.

All work, materials and equipment shall meet all County codes and standards and shall be subject to inspection by the County. All right-of-way disturbed by this work shall be restored to its original condition or better and in accordance to applicable County Codes. All disturbed areas must be sodded, matching existing grass type. Bahia sod shall be used if no grass is present at time of construction.

The construction and maintenance of this utility shall not interfere with the property and rights of a prior applicant.

Where possible, excavation shall not be allowed within five (5) feet from the edge of the pavement. Situations that cannot meet this requirement shall require prior approval of the County.

The County shall be notified twenty-four (24) hours in advance of starting work. In the interest of public safety all operations shall take place during daylight hours, unless specifically authorized, and discontinued by sunset with proper signage and traffic control devices maintained during off hours.

All traffic detours shall be restricted to the limits of right-of-way with necessary flagmen and marking devices. A traffic detour or lane closure shall require specific approval by the County.

Written approval from the Lake County Engineer shall be required before any alterations to existing traffic signal equipment including, but not limited to: vehicle detection loops and signal timing.

If traffic signal vehicle detection loops are rendered inoperable, temporary detection shall be installed within twenty-four (24) hours.

All traffic signal utilities disturbed by this work shall be restored to its original condition or better. Traffic signal utilities include but not limited to: vehicle detection loops, conduit, cabling, pull boxes, pedestrian signal equipment, span assemblies, signal heads, cabinet assemblies, cameras and fiber optic infrastructure.

All utility construction and maintenance shall be performed with proper shoring, barricades, and maintenance of traffic signage in accordance with the *Manual of Uniform Traffic Control Devices*, with the regulations of Florida Industrial Safety Board, and the *Florida Department of Transportation Safety Manual.*

The County shall not be responsible for damages to any structure placed within the right-of-way. All structures shall be properly maintained, adequately visible or properly delineated to prevent damage due to normal maintenance of the right-of-way.

Open cuts of roads will not be allowed unless specifically authorized by Lake County. Directional bore or jack and bore operations should maintain a five (5) foot minimum clearance from edge of pavement on road crossing each side. Recommended bore depth is thirty-six inches (36") and a minimum bore depth is thirty inches (30"). Any overhead installations should maintain a minimum of eighteen (18) feet vertical clearance over all roadways and driveways.

This permit is effective for one year from its approval date, unless otherwise rescinded by Lake County.

Inspection and Approval of Work:

The County shall have the right to inspect and approve all materials and/or phases of work. Final inspection and acceptance of work by the County must be obtained to document the completion of the work. All work shall be subject to the construction requirements and inspections as required in other provisions of the *Lake County Land Development Regulations.* Pursuant to Section 337.403(1), Florida Statues, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by Lake County to be unreasonably interfering in any way with the convenient, safe, or

continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by Lake County be removed or relocated by such utility at its own expense.

It is agreed that in the event the installation, adjustment or relocation of said utilities are scheduled to be done simultaneously with Lake County construction work, the applicant shall coordinate with Lake County before proceeding and shall cooperate with the Lake County's contractor to arrange the sequence of work so as not to delay the work of Lake County contractor, defend any legal claims of Lake County's contractor due to delays caused by the applicant's failure to comply with the approved schedule, and shall comply with all provisions of the law and Lake County's current *Utility Accommodation Manual.* The applicant shall not be responsible for delay beyond its control.

All right-of-way utilization activities shall be reported to Sunshine State One-Call at least seventy-two (72) hours prior to commencement.

Guarantee and Responsibility for Compliance:
In the case of noncompliance with the County's requirements, this permit will be void and the facility will be brought into compliance or removed from the right-of-way at no cost to the County.

The County may issue "Stop Work" order(s) upon any permittee committing or creating an unsafe act which may create a public hazard or who is not complying with this permit or the applicable codes. The order shall remain in effect until such time as these matters are corrected.

Permits shall be issued with the understanding that the applicant shall guarantee all work performed under the terms of the permit for a period of one (1) year from the date of final inspection and acceptance of work.

Any failures shall be repaired by the applicant, at the direction of the County, within five (5) days, unless the urgency of the problem requires a quicker reaction time.

The applicant shall be responsible for all repair costs incurred due to damages to existing utilities by failure to use due care, including errors in locating existing utilities during construction.

Removal/Relocation of Improvements: Upon ten (10) days written notice, the applicant shall be required to remove and/or relocate the improvements placed within the right-of-way at the applicant's sole expense.

It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of and indemnify, defend and save harmless the County of Lake from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges.

I have read and understand the above requirements

9/24/2014

Applicant's Signature/Date

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: October 6, 2014

SUBJECT: **Resolution 2014-118- Request for Special Permit Use (SPU) for Electronic Message Board/Marquee Sign for the Veterans Memorial Post 347 of the American Legion, Inc.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution No. 2014-118- Request for a Special Permit Use (SPU) to allow an Electronic Message Board/Marquee Sign on a proposed freestanding sign at property located at 699 West Lady Lake Blvd. (AK# 3861851).

SUMMARY

Applicant, Timothy J. Tierney, Appointed Commander of the Veterans Memorial Post 347 of the American Legion, Inc., has submitted a Special Permit Use application proposing the installation of an Electronic Message Board/Marquee Sign on new freestanding sign on the property located at 699 West Lady Lake Blvd. (AK# 3861851).

The Lady Lake American Legion is the largest American Legion post in our country. The Veterans Memorial Post 347 of the American Legion has over 4,900 members, and keeps growing along with our area's population. With that, the proposed sign is expected to help with community events for our veterans and the general public in the community.

The new freestanding sign is proposed to be 11 feet 6 inches in height and 7 feet 6 inches in width with a digital LED copy area of 14 square feet. Since the sign is proposed to be installed within the embankment where the topography declines significantly, even though sign height is proposed to be 11 feet 6 inches, the visible part of the sign from the sidewalk is proposed not to exceed eight (8) feet in height above grade which is in compliance with the land development code. In 2007 as part of Highway 466 improvement widening efforts, a permanent grading and construction easement was executed for the southeastern corner of Rolling Acres

Road and Highway 466, so Lake County has cleared the sign project to move forward. Lake County has provided specific locations for the sign placement that would be met with visibility triangle requirements.

A statement of adherence to the guidelines of the Electronic Message Board/Marquee Sign has been submitted indicating that the applicant will follow most standards outlined under the provisions of Town of Lady Lake Land Development Regulation, Chapter 17, Section 17-3).e).(4)., including dimming features and capabilities for the light-emitting diode (LED) sign.

The future land use and zoning designations of the adjacent properties are as follows:

Future Land Use

Subject Property	Other Institutional Facilities (OIF)
Future Land Use of Adjacent Properties	
West	ROW/ Lady Lake- Commercial Retail Sales & Services (RET) & Multi-Family High Density (MF-HD)
East	Other Institutional Facilities (OIF) & Religious Facilities (RF)
North	ROW/Commercial Tourist (CT)
South	Lady Lake- Commercial Retail Sales & Services (RET)

Zoning

Subject Property	Public Facilities District (PFD)
Zoning of Adjacent Properties	
West	ROW/Heavy Commercial (HC) & Multi-Family High Density (MF-18)
East	Public Facilities District (PFD)
North	ROW/Light Commercial (LC) & Commercial Tourist (CT)
South	Planned Commercial (CP)

The zoning of the subject site allows for development and construction of freestanding signs, on which the applicant can install an Electronic Message Boards/Marquee Sign upon Town Commission approval; therefore, the requested permit is consistent with the directives of the Land Development Regulations and Comprehensive Plan.

Applications for Special Permit Use (SPU) must be made to the Town in accordance with the procedures established for Electronic Message Boards pursuant to Chapter 17, Section 17-3, (e). (4).

Chapter 17, Section 17-3,(e), (4) Review Criteria. When reviewing an application for a special permit use for Electronic Message Boards, the Town Commission shall consider the following:

Electronic Message Boards must adhere to the following guidelines:

a. Shall only be placed on approved freestanding signs.

b. Maximum copy area shall not exceed fourteen (14) square feet per each side.

c. Flashing, scintillating, beacon or running lights or movement or which gives the visual impression of such flashing, scintillation, or movement shall not be allowed.

d. Shall only display text. The text shall be amber-colored or similar lettering with black background.

e. All electronic message boards/marquee signs are required to incorporate dimming features and capabilities. These features will be reviewed concurrent with the permitting process.

COMMENTS:

Notices to inform the surrounding property owners (5) within 150' of the subject property of the proposed Special Permit Use were mailed by certified mail return receipt by Monday, September 22, 2014. The property was also posted on Monday, September 22, 2014.

Past Actions:

The members of the **Technical Review Committee** individually reviewed the application for Resolution 2014-118 and provided all comments by Thursday, September 25, 2014. Please find TRC Report attached.

The **Planning and Zoning Board** does not review Special Permit Use applications.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

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

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DEPARTMENT HEAD		Submitted 9/29/14	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 10/6/14	Date 9/29/14

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [✓] Continued: [redacted]
Ric | HOL 5-0 (Tabled)

[ ] Approved with Modification

cc: THAD - G.M.

- ✓ 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

The application was received on July 22, 2014. The Technical Review Committee members individually reviewed the application on Thursday, August 28, 2014, and provided outstanding comments regarding the Site Plan application. The applicant also proposed two variance applications to go concurrent with the Citizen's First Bank Drive-through Facility site plan; however, it was determined that only one really applies for the application. This variance was reviewed just prior to the Site Plan application at this meeting for final consideration. At the September 8, 2014 Planning and Zoning Board meeting, recommendations were made for denial of the following variance:

1) Resolution No. 2014-115 - Variance application is in accordance with the provisions of Chapter 7, Section 7-7).b). which states that the stacking area for financial institutions drive-through facilities be five spaces per each service lane provided. The applicant is requesting the reduction of two spaces per each service lane of the drive-through stacking area.

The Parks, Recreation, and Tree Advisory Committee reviewed this application at their regular meeting on Wednesday, September 10, 2014, at 5:30 p.m., recommending Site Plan approval by a vote of 5-0. At the Special Town Commission Meeting Conceptual Workshop held on Tuesday, September 16, 2014, the Town Commission did not reach consensus for approval.

Mayor Kussard asked if there were any public comment, and seeing and hearing none, asked for a vote.

Upon a motion by Commissioner Richards and a second by Commissioner Hannan, the Commission denied Citizen's First Bank Drive-Through Facility Major Site Plan – MJSP 07/14-001 – A Development Consisting of a 330 Sq. Ft. Financial Institution Building with the Provision of a Three Service Lane Drive-Through Facility – Located at 1105 Caballero Court (within The Villages Downtown Center in Spanish Springs), by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

12. Resolution No. 2014-118 – First/Final Reading - Veterans Memorial Post 347 of the American Legion –Special Permit Use Request Pursuant to Chapter 17, Section 17-3).e).4). to Install an Electronic Message Board/Marquee Sign to be Placed on a New Freestanding Sign – Located at 699 West Lady Lake Blvd. (Thad Carroll)

Town Attorney Derek Schroth read the resolution by title only.

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, Timothy J. Tierney, appointed

Commander of the Veterans Memorial Post 347 of the American Legion, Inc., has submitted a Special Permit Use application proposing the installation of an Electronic Message Board/Marquee Sign on new freestanding sign on the property located at 699 West Lady Lake Blvd. (AK# 3861851). He stated the present use of the property is the existing one story institutional building for the American Legion, and that staff recommends approval. Aerial views of the property and a site plan showing the proposed location of the sign were shown.

The Lady Lake American Legion is the largest American Legion post in our country. The Veterans Memorial Post 347 of the American Legion has over 4,900 members and keeps growing along with our area's population. With that, the proposed sign is expected to help with community events for our veterans and the general public in the community.

Mr. Carroll stated that the new freestanding sign is proposed to be 11'6" in height and 7'6" in width, with a digital LED copy area of 14 sq. ft. Since the sign is proposed to be installed within the embankment where the topography declines significantly, even though sign height is proposed to be 11'6", the visible part of the sign from the sidewalk is proposed not to exceed 8' in height above grade, which is in compliance with the land development code. In 2007, as part of Highway 466 improvement widening efforts, a permanent grading and construction easement was executed for the southeastern corner of Rolling Acres Road and Highway 466, so Lake County has cleared the sign project to move forward. Lake County has provided specific locations for the sign placement that would be met with visibility triangle requirements.

A statement of adherence to the guidelines of the Electronic Message Board/Marquee Sign has been submitted indicating that the applicant will follow most standards outlined under the provisions of Town of Lady Lake Land Development Regulation, Chapter 17, Section 17-3).e).(4)., including dimming features and capabilities for the light-emitting diode (LED) sign.

The future land use and zoning designations of the adjacent properties are as follows:

Future Land Use

Subject Property	Other Institutional Facilities (OIF)
Future Land Use of Adjacent Properties	
West	ROW/ Lady Lake- Commercial Retail Sales & Services (RET) & Multi-Family High Density (MF-HD)
East	Other Institutional Facilities (OIF) & Religious Facilities (RF)
North	ROW/Commercial Tourist (CT)
South	Lady Lake- Commercial Retail Sales & Services (RET)

Zoning

Subject Property	Public Facilities District (PFD)
Zoning of Adjacent Properties	
West	ROW/Heavy Commercial (HC) & Multi-Family High Density (MF-18)
East	Public Facilities District (PFD)
North	ROW/Light Commercial (LC) & Commercial Tourist (CT)
South	Planned Commercial (CP)

The zoning of the subject site allows for development and construction of freestanding signs, on which the applicant can install an Electronic Message Boards/Marquee Sign upon Town

Commission approval; therefore, the requested permit is consistent with the directives of the Land Development Regulations and Comprehensive Plan.

Applications for Special Permit Use (SPU) must be made to the Town in accordance with the procedures established for Electronic Message Boards pursuant to Chapter 17, Section 17-3, (e). (4).

Chapter 17, Section 17-3,(e), (4) Review Criteria. When reviewing an application for a special permit use for Electronic Message Boards, the Town Commission shall consider the following:

Mr. Carroll noted that Electronic Message Boards must adhere to the following guidelines, and the applicant has agreed to adhere to the guidelines as shown below:

a. Shall only be placed on approved freestanding signs.
b. Maximum copy area shall not exceed fourteen (14) square feet per each side.
c. Flashing, scintillating, beacon or running lights or movement or which gives the visual impression of such flashing, scintillation, or movement shall not be allowed.
d. Shall only display text. The text shall be amber-colored or similar lettering with black background.
e. All electronic message boards/marquee signs are required to incorporate dimming features and capabilities. These features will be reviewed concurrent with the permitting process.

Mr. Carroll stated that notices to inform the surrounding property owners (5) within 150' of the subject property of the proposed Special Permit Use were mailed by certified mail return receipt by Monday, September 22, 2014. One inquiry, neither in favor or in opposition, was received. The property was also posted on Monday, September 22, 2014. Photos of the posting on the property, as well as the proposed sign location, were shown.

Mr. Carroll stated the application was received on September 4, 2014, and the members of the Technical Review Committee individually reviewed the application for Resolution No. 2014-118 and provided all comments by Thursday, September 25, 2014. The TRC Report was included in the packet. It was noted that the Planning and Zoning Board does not review Special Permit Use applications. Mr. Carroll stated the applicant is present if there are any questions.

Commissioner Hannan stated that although he has no objection to the sign itself, it appears that it is to be located close to the sidewalk and the intersection. He asked if it could be pushed further back as he does not like it so close to the intersection.

Commissioner Richards stated that this may be one of the worst intersections to locate an LED sign as it has at least one incident a week, and it could be a distraction. He stated he is not in favor of it.

Commissioner Holden stated he has no problem with it being an LED sign, but perhaps the American Legion could make some alterations for the location of the sign.

Commander Tim Tierney of the American Legion stated when they applied for the right of way permit with the County, they were going to put the stakes much further back than five feet, and that they are now 27', 28' and 23' from the curb.

Commissioner Holden asked if the signs in this location have presented any problems in the past, and clarified that the LED sign would have dimming capabilities.

Commander Tierney replied that he had not heard of any problems, although they were not lit. He stated they have had many large signs in the area that were not very good looking, but they would like the LED sign to get more recognition of where they are and what they do, and it would have dimming capabilities. Mr. Tierney stated he would like to have more colors than just amber.

Mayor Kussard commented that the sign would meet the code and the American Legion has many activities to advertise.

Commissioner Richards commented that an LED sign at a signalized intersection is just asking for people to look at it and is a distraction. He stated he knows the American Legion does good work, but he is not in favor of this.

Commissioner Hannan stated he would like to see a full color rendering of the proposed sign, but he is not in favor of it so close to the intersection.

Mr. Carroll stated that the American Legion would have to come back before the Commission if they wanted a multi-color display on the sign, as it is limited to amber on this resolution.

Commissioner Holden made a motion to approve the Resolution No. 2014-118 as presented, and Commissioner Vincent seconded it.

Mr. Schroth asked if there was any public comment on this resolution prior to the vote.

- Mary Jane Lanwehr of 1214 Tarpon Street asked if the sign could be moved away from the intersection, and stated that perhaps the American Legion could make some modifications and come back.

Commissioner Hannan asked if the location of the sign was set by this resolution.

Mr. Carroll replied that the setback as required by the visibility triangle must be met for the sign location and this was noted in the resolution, but not the exact location.

After further discussion, the Commission decided they would like to entertain another motion. Prior to that a roll call vote was taken on the first motion presented above:

HOLDEN	***NO***
VINCENT	***YES***
HANNAN	***NO***
RICHARDS	***NO***
KUSSARD	***NO***

Commissioner Hannan asked if Commander Tierney would consider moving the sign back and possibly making it larger, and higher.

Commander Tierney stated he would look into it, but would have to consider the cost. He stated the sign will be important to get messages out.

Commissioner Richards suggested that if the sign was moved back and parallel to Hwy 466, the slope would stay the same, but if it was moved back from the corner, it would have to be higher.

Commander Tierney stated the light pole would be in the way.

Commissioner Richards stated it could be moved east of the light pole.

Commissioner Vincent asked if the sign could be made larger if they moved it back.

Mr. Carroll replied that the maximum sign copy area is 14' and they would have to request a variance to make it larger.

Commissioner Holden asked if another vote could be taken on the same motion.

Mr. Schroth replied that they could, but cautioned that if the resolution was approved, there is nothing binding the applicant from moving the sign further back.

Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission tabled Resolution No. 2014-118 – First/Final Reading - Veterans Memorial Post 347 of the American Legion –Special Permit Use Request Pursuant to Chapter 17, Section 17-3).e).4). to Install an Electronic Message Board/Marquee Sign to be Placed on a New Freestanding Sign – Located at 699 West Lady Lake Blvd., by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

Mr. Schroth stated this will allow the applicant to submit a revised plan without paying another fee if that is the intent.

K. TOWN MANAGER'S REPORT:

Town Manager Kris Kollgaard reported that the Lake County Library System is changing their computer system to a new ISL system on October 27th. She stated all the libraries will be using this system on a daily basis for all their transactions, and the Library Director has requested that the library be allowed to close early at 2:00 p.m. on Thursday, October 23rd to allow staff to have uninterrupted training by Lake County on the new system. She asked the Commissioners for their permission to allow this.

Ms. Kollgaard also reported that the Lady Lake Library currently stays open until 7:00 p.m. on Fridays, but they have very little traffic then. They are requesting the late night be changed to Mondays as they get more traffic on Mondays and the library is proposing a program for sleepy story time or family movie time for Monday evenings.

The Commissioners approved these requests.

Ms. Kollgaard asked the Commissioners if they would like to meet for a workshop meeting to review the Police Procedures Manual on Monday, October 20, 2014, at 5:00 p.m., and they agreed.

Ms. Kollgaard thanked the Commission again for her plaque; stating it was a complete surprise.

L. MAYOR/COMMISSIONER'S REPORT:

AMERICAN