REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE:	**Monday, March 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]: Reverend Daniel Burgess, Lady Lake Wesleyan Methodist Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G: PRESENTATION:

1. Presentation of Check to the Town of Lady Lake by the Kiwanis Club of Lady Lake (Cleve Tinsley/Mike Burske)

H. PROCLAMATION:

2. Proclaiming the Month of March 2014 as Irish American Heritage Month (Mayor Kussard/Pat Kennedy of the Villages Hibernians)

I. CONSENT[3]:

3. Minutes – February 19, 2014 – Special Commission Meeting

J. OLD BUSINESS:

4. Consideration of Purchasing 5.73 +/- Acres Known as the Wildflower Property (Kris Kollgaard)

5. Consideration of Approval for the Town Manager to Execute an Affidavit to Allow WRYP ILF, LLC to transfer the property of Lexington Park – Phase II prior to Connection to Town Utilities (Thad Carroll)

K. NEW BUSINESS:

6. Consideration to Accept and Sign the Local Agency Program Agreement from FDOT District 5 for the Design of Phase II of the Rolling Acres Sidewalk Project Funded through the Safe Routes to School Grant (Mike Burske)

7. Consideration of Approval to Begin the Engineering for the Minor Field Fence Project (Mike Burske)

8. Consideration of an Interlocal Agreement between the Town of Lady Lake and the Lake~Sumter Metropolitan Planning Organization Relating to the Town of Lady Lake Pavement Management Program (C.T. Eagle)

9. Consideration of Hilltop Subdivision Preliminary Plat – A 94 Unit Single-Family Residential Subdivision on 44.43 +/-Acres – Located on Griffin Avenue Approximately 5,650 Ft. East of the Intersection at County Road 25 (Thad Carroll)

10. Consideration of Continuing the Contract with Makholm Law Group for the Purpose of Conducting Legal Review of Police Procedure (Chris McKinstry)

L. TOWN ATTORNEY'S REPORT:

11. Resolution No. 2014-106 – First/Final Reading – In Support of the Safe Routes to School Project (Mike Burske)

12. Ordinance No. 2014-03 – First Reading – Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting an Eighth Amendment to the Amended Development Order to Add a 94 Bed Assisted Living Facility to the DRI and Remove 7,550 Sq. Ft. of Commercial Entitlements (Thad Carroll)

M. TOWN MANAGER'S REPORT:

N. MAYOR/COMMISSIONER'S REPORT:

O. PUBLIC COMMENTS[4]

P. ADJOURN

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

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing

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

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

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

NS/Word/Town Clerk/Agendas - Commission Meeting – 03-03-2014

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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

There Is No

Packet Item

For #G-1

H-2

Proclamation

WHEREAS, by 1776, nearly 300,000 Irish Nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, following the victory at Yorktown, a French Major General reported that Congress owed its existence and America its preservation to the fidelity of the Irish serving the Continental Army; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent, three signers were Irish born; and Irish Americans helped to fashion a system of government for our young Nation; and

WHEREAS, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

WHEREAS, in 1942, the five Sullivan brothers made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal and later had the Destroyer USS Sullivan commissioned in their memory; and

WHEREAS, eighteen Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

NOW, THEREFORE, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, in recognition of the long history of Irish American contributions to the State of Florida do hereby proclaim the month of **March 2014** as:

"Irish American Heritage Month".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 3rd day of March, 2014.

Ruth Kussard, Mayor

Attest: Kristen Kollgaard
Kristen Kollgaard, Town Clerk

I-3

MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
February 19, 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 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: Mayor Ruth Kussard

D. INVOCATION[i]**:** Father Ed Waters, St. Timothy Catholic Church

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; C.T. Eagle, Public Works Director; Mike Burske, Parks & Recreation Director; Chief Chris McKinstry & Lt. Jason Brough, Police Department; Jeannine Michaud, Finance Director; Tia O'Neal, Human Resource 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. CONSENT[iii]**:**

1. Minutes – February 3, 2014 – Regular Commission Meeting

Mayor Kussard noted that there were two typographical errors in the minutes that have since been corrected. They were on page 10, line 31 - *PHA* corrected to *VHA*; and on line 40 - the word "be" was added after *going to*.

2. Consideration for the Lady Lake Historical Society to Host a Community Rummage Sale on March 22, 2014 and November 8, 2014 at the Log Cabin Park (Mike Burske)

The background summary for this agenda item is on file in the Town Clerk's office. It states that the Lady Lake Historical Society is seeking permission to host two rummage sales in front of the museum. They will rent tables to vendors and also sell donated items. The anticipated rummage sale dates will be March 22, 2014 and November 8, 2014. The proposed hours of the event are from 8:00 a.m. to 4 p.m., with set-up beginning around 6:00 a.m., before the park opens. The Parks and Recreation Director will attend to help set-up and take down the tables and chairs, and may be assisted by another Parks and Recreation staff member. The last sale had around 50 vendors, and this event has proven to be very popular and attracts many area residents. The Parks and Recreation Director is asking for flexibility to work with the Historical Society to choose an alternate date in case of inclement weather.

3. Consideration for New Song Community Church to Hold Easter Sunrise Services at the Log Cabin/Veterans Park on Easter Sunday (Mike Burske)

The background summary for this agenda item is on file in the Town Clerk's office. It states that the New Song Community Church is asking for the use of the lawn at the Log Cabin/Veterans Park for a sunrise service on April 20, 2014 between the hours of 6:00 a.m. to 8:00 a.m., before the park opens. Parking will be utilized at the Cabin and at their facility across the street. They are expecting 50 people to attend this event. No Town services are requested except the use of the power. As this is Easter Sunday, the Parks and Recreation Director will work if there is a call for assistance. There is no fee for this facility or the use of the lawn listed in the Town's Code of Ordinances. The Chamber of Commerce was notified and has no problem with the activity. New Song Community Church has hosted this event at Veterans Park twice before and has been a great steward of the park.

Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved Consent Items #G-1 through #G-3, with the corrections to the minutes as noted above, by a vote of 5 to 0.

H. OLD BUSINESS:

I. NEW BUSINESS:

4. Consideration of Approval for the Second Annual Scam Jam Shred-A-Thon on March 15, 2014 (Chris McKinstry)

Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Town Clerk's office). He stated that the Lady Lake Police Department is requesting to host the Second Annual Scam Jam Shred-A-Thon on Saturday, March 15, 2014 from 10 a.m. until 2 p.m. at the north front parking area of the Target store. Chief McKinstry stated this program is designed to increase public awareness with regard to current trends in criminal scams affecting our community and identify those responsible. Additionally, they will have educational information available to help citizens protect their identity and personal financial information from being compromised. He stated that residents will be able to bring documents to be destroyed to this event and two shred trucks are being made available courtesy of Citizens First Bank. Community partners confirmed for this event include Citizens First Bank, Target, Seniors vs. Crime, and the Sheriff's Offices of Lake, Sumter and Marion Counties.

Upon a motion by Commissioner Richards and seconded by Commissioner Hannan, the Commission approved the Consideration for the Second Annual Scam Jam Shred-A-Thon to be Held on March 15, 2014, by a vote of 5 to 0.

5. Consideration of Approval to Enter into a Memorandum of Agreement (MOA) with the Fraternal Order of Police (FOP) Regarding the Modification of Article 15, Promotions (Chris McKinstry)

Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Town Clerk's office). He stated that recent Police Department staffing changes have resulted in a need for supervisory personnel and the Police Department does not have an eligibility list for promotions. Chief McKinstry stated that the attached MOA contains provisions to fill the need quickly and fairly, and the proposed MOA language was overwhelmingly approved by the Police Department FOP members. He stated that this proposed MOA does not change the structure of the Police Department, only the process for promotion. Attorney Wayne Helsby has reviewed and approved this agreement.

Upon a motion by Commissioner Holden and seconded by Commissioner Vincent, the Commission approved the Consideration to Enter into a Memorandum of Agreement (MOA) with the Fraternal Order of Police (FOP) Regarding the Modification of Article 15, Promotions, by a vote of 5 to 0.

6. Consideration of Department of Economic Opportunity (DEO) Community Development Block Grant (CDBG) – Approval to Award Project for Construction Pending Final DEO Approval (C.T. Eagle/Greg Lang-Mittauer & Associates)

Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the Town Clerk's office). He stated that on September 19, 2012, the Town authorized Fred Fox Enterprises to submit a CDBG application in the Neighborhood Revitalization (NR) category to make drainage improvements to portions of the Skyline Drive area. The completed application was submitted to the DEO on October 1, 2012, and subsequently approved/awarded to the Town. DEO cleared the project for bidding on November 5, 2013.

Mr. Eagle reported that on January 14, 2014, five bids were received in response to the Town's advertisement for bids on the CDBG 13 NR Skyline Drive Drainage Improvements project. He stated that the Town's engineer has reviewed the bids, contacted the low-bidder's references, and has found B.R.W. Contracting, Inc. to be low bidder for this project. Mr. Eagle stated the base bid work includes construction of the drainage improvements with reinforced concrete pipe and concrete sidewalks through the project limits. He stated that the Town's approval should be contingent upon approval by the Department of Economic Opportunity (DEO), as well as receipt of proper bonds and insurance certificates by the contractor. Mr. Eagle stated the Town's approval is required first to move the process to the next step, and that the attached documents have been reviewed and approved by the Town Engineer and Town Attorney. He stated that Greg Lang with Mittauer & Associates, along with David Fox of Fred Fox Enterprises, Inc., are both present to answer any questions.

Commissioner Richards stated he noticed that none of the alternates were being used on the bid and asked if it included all the engineering, construction and inspection costs under the $750,000.

Mr. Eagle replied that all engineering costs have already been paid, and the bid includes all the construction and inspection costs.

Upon a motion by Commissioner Vincent and seconded by Commissioner Richards, the Commission approved the Consideration to Award the Project for Construction to B.R.W. Contracting, Inc. Pending Final DEO Approval of Department of Economic Opportunity (DEO) for the Community Development Block Grant (CDBG), by a vote of 5 to 0.

7. Consideration of Proposal from All Weather Heating & Cooling, Inc. for HVAC Duct Cleaning and Sanitizing for Town Hall and the Police Department (C.T. Eagle)

Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the Town Clerk's office). He stated that Public Works staff recommends the cleaning and sanitizing of the HVAC ductwork for Town Hall and Police Department. He stated that the buildings have been in continuing service for 15 years in which maintenance of the HVAC units and serviceable areas have been maintained regularly. Mr. Eagle stated this is a specialized type of commercial service, requiring specialized machines and skills, and purchasing the machinery and training current staff would not be cost feasible since this type of service is not needed on a regular basis for Town facilities. He stated that staff has solicited three proposals from three vendors, and the presented proposal is the lowest competent price submitted for this specialized service.

Town Manager Kris Kollgaard reported more background on this item, stating that particles have been observed coming out of the vents, particularly in the old dispatch center and the detective's bureau in the Police Department. Staff has determined that it is time to do a thorough cleaning and if problems are found that have to do with the air conditioning system, then the cost will be covered by the Town's air conditioning contract.

Upon a motion by Commissioner Richards and seconded by Commissioner Vincent, the Commission approved the Proposal from All Weather Heating & Cooling, Inc. for HVAC Duct Cleaning and Sanitizing for Town Hall and the Police Department, by a vote of 5 to 0.

J. TOWN ATTORNEY'S REPORT:

8. Ordinance No. 2014-02 – Second/Final Reading – An Ordinance Requiring the Commission to Discuss Postponing Voting on Matters Until There Are Three Votes to Deny or Approve (Kris Kollgaard)

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

The background for this agenda item is on file in the Town Clerk's office. As discussed at the January 13, 2014 Commission Workshop, staff has attached the recommended ordinance which establishes the procedures on how to handle a tie vote by the Commission. The Commission approved the first reading of this ordinance on February 3, 2013 and no changes have been made since that time.

Mayor Kussard asked if there was any public comment on this ordinance, and seeing none, asked for a roll call vote. It was pointed out that there was no motion made before the roll call vote, and the Mayor asked for a motion and a repeat roll call vote.

Upon a motion by Commissioner Richards and seconded by Commissioner Vincent, the Commission approved Ordinance No. 2014-02 – Second/Final Reading – An Ordinance Requiring the Commission to Discuss Postponing Voting on Matters Until There Are Three Votes to Deny or Approve, by the following roll call vote:

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

KUSSARD	*YES*

9. Resolution No. 2014-101 – First/Final Reading - A Resolution of the Town of Lady Lake Establishing a Restricted Fund for Certain Equipment Purchases, Real Property Purchases, and Building and Facility Improvements and Expansions (Kris Kollgaard)

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

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Town Clerk's office). She stated that as discussed at the February 3, 2014 Commission meeting, the resolution establishes a separate restricted property purchase fund. The primary purpose of the fund is to pay for future land purchases, building and facility improvements/expansions, and large capital equipment.

Mayor Kussard asked if there was any public comment on this resolution, and seeing none, asked for a motion.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved Resolution No. 2014-101 – First/Final Reading - A Resolution of the Town of Lady Lake Establishing a Restricted Fund for Certain Equipment Purchases, Real Property Purchases, and Building and Facility Improvements and Expansions, by the following roll call vote:

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

K. TOWN MANAGER'S REPORT:

10. Discussion/Direction Regarding Property – Wildflower Subdivision (5.73± acres) (Kris Kollgaard)

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Town Clerk's office). She stated that the Town has shown interest in purchasing the 5.73 +/- acres of vacant land known as the Wildflower Property which is contiguous to the 6.31 acres that the Town purchased last year. Ms. Kollgaard reported that the original asking price for the property was $325,000, and after negotiations, Mr. Farnsworth advised that his lowest price is $179,000. She stated he also requested that the Town be responsible for closing costs and taxes, and that we close within 30 days. She stated that if the price is acceptable to the Town Commission, the Town Attorney can prepare the contract for the Commission's consideration at the March 3rd Commission meeting. Ms. Kollgaard stated that if the Commission does want to move forward with this, she would recommend the Town agree to pay the closing costs; however, any unpaid property taxes would have to be paid by Wildflower, and closing date to be within 45 days to allow time for due diligence. She stated the Town would want to have soil testing done (approximately $1,800), and closing costs and title insurance would cost approximately $1,500; and if a survey is required, that will cost approximately $2,500.

Commissioner Hannan stated that a survey would be imperative.

Ms. Kollgaard stated that the Town might be able to use the one the property owner has.

Commissioner Hannan stated that he believes $179,000 is within the ballpark, and Commission Holden agreed it is more than the Town wanted to pay, but that it is still a fair price.

Commissioner Vincent asked what the Town's last offer was, and Ms. Kollgaard replied it was $150,000.

Commissioner Hannan stated he believes this is a valuable piece of property for the Town, and he would agree to the price of $179,000.

Mayor Kussard stated that she was not willing to pay $179,000 for the property for the following reasons: 1) The assessed value of the property has gone down significantly over the years since its value in 2009. 2) The 2013 taxes in the amount of $1,064.89 were not paid, and the seller would like the Town to pay them. Mayor Kussard stated she is not in agreement with this. 3) The Town would have to pay for soil testing, closing costs, title insurance, and possibly a survey at an approximate cost of $5,800. Mayor Kussard stated that considering that the Town would have to pay out a considerable amount of money over the actual cost of the property, she would consider splitting the $29,000 difference between what the seller wants and what the Town offered. This would amount to $164,500; however the seller would have to pay the 2013 property taxes and escrow pro-rated taxes for 2014 prior to closing.

Commissioner Hannan stated he would not like to lose the property, but is all for countering the offer, and the other Commissioners agreed.

Ms. Kollgaard clarified that the seller will be required to put the 2014 taxes in an escrow account, and this was confirmed.

After further discussion, it was the consensus of the Commission to counter-offer at $164,500 with the seller to pay the 2013 and pro-rated 2014 property taxes, and to include up to 45 days to close.

11. Discussion/Direction Regarding Local Option Gas Tax Distribution Among the Municipalities (Kris Kollgaard)

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Town Clerk's office). She stated that the current six-cent local option fuel tax is expiring in two-cent increments in 2014, 2015, and 2016, and the Lake County Board of County Commissioners (BCC) is planning on re-imposing the local option fuel tax in two-cent increments as it comes up for expiration. Ms. Kollgaard stated that the entire six-cent local option fuel tax is currently distributed as 66.38% County share and 33.62% Municipality share. She stated that the BCC has indicated that they are going to keep the County share of the re-imposed gas tax at the same 66.38% rate, and that the municipalities will need to come to an agreement as to the distribution of the remaining 33.62%. The current and proposed formulas were included in the packet for consideration.

Ms. Kollgaard asked for a consensus from the Commission on which formula they would like to choose, and she stated the County is requesting a representative of the Commission attend the County Manager's luncheon in March to discuss this along with the Town Manager. She recommended that Commissioner Richards be appointed as representative as he has dealt with this before.

Commissioner Richards agreed that he would be glad to do it.

Ms. Kollgaard stated that Lady Lake is in a good position no matter which formula is chosen, although some cities will be hit hard. She stated discussion at the last meeting included that the cities should not only consider the formula that was best for each city because the default formula would go into effect if the municipalities could not come to an agreement prior to the deadline. This would result in the County's share going up to 68.88% which would decrease the share for the municipalities.

Commissioner Hannan stated he attended the Florida League of Cities meeting last week and most of the attendees were looking at Formula #2, and he agrees with them.

Commissioner Richards stated that Formula #2 is based on population and road miles, irrespective of what a community spends or anything that happened, and it is the fairest for everyone as the citizens pay the taxes and use the lane miles of road. He stated it automatically changes as road miles increase.

Ms. Kollgaard asked Commissioner Richards if the transportation costs effect how much is spent, and whether it would increase their share since they may not spend that much in the future.

Commissioner Richards agreed that it does effect it, as Leesburg got a bigger share before because they spent money on landscaping, curbing, sidewalks and ornamental and street lighting, etc. He agreed that Formula #2 is the fairest.

Ms. Kollgaard reported that Formula #2 was also the general consensus among the majority of the municipalities at the League meeting, although there were a few that suggested coming up with a new formula. She stated the municipalities must have an agreement in place to go to the County and there is a deadline. Ms. Kollgaard stated that she will notify Commissioner Richards of the meeting date.

It was the consensus of the Commission to go with Formula #2 as presented by the Lake County Board of County Commissioners.

Ms. Kollgaard reported that she had been contacted by Lake County and they have offered to give the Town 65 acres consisting of a sand-bottomed rainfall-dependent lake with associated wetlands and 11 acres of uplands. She stated this land is west of Grays Airport Road between Lake Griffin Road and Griffinview Drive, outside of the Town limits. Ms. Kollgaard stated she has some concerns regarding this as it must stay as conservation land and the Town would not be able to do much with it other than installing pavilions or picnic areas there. She stated there is no road to the property and the County currently accesses it between two properties, and the Town would have to acquire right-of-way from neighbors to put in a road for access. Ms. Kollgaard stated that if the ecosystem fails on it and the Town has taken it over, then the Town would be responsible for it.

Commissioner Richards asked if the land is contiguous or close to the Town limits.

Ms. Kollgaard replied that it is not. She stated she will provide the Commissioners with more information on it, and it can be discussed more at another meeting.

L. MAYOR/COMMISSIONER'S REPORT:

Commissioner Vincent reported that the League of Cities has reported there is pending legislation regarding septic tanks which might require that municipalities put in water and sewer to areas on septic. He stated there is a possibility that the municipality could be reimbursed through document stamp revenues, although those revenues have been going down. Commissioner Vincent stated that

residents may vote on this, and he suggested the Town tread cautiously on allowing more septic tanks. He asked that staff and the Town Attorney look into this.

Ms. Kollgaard stated that staff will look into it and report back at the next Commission meeting. She stated that she and the Public Works Director have received information that there may be grants available to municipalities to help them eliminate septic tanks.

Commissioner Holden commented that he is concerned about the new development on Griffin Road having 94 homes on septic systems. He stated the Town should consider an ordinance requiring that new developments hook up to the Town's sewer system

Commissioner Richards stated according to state law, anyone within 1,200 feet or a quarter of mile to sewer lines must connect to sewer. He stated the development Commissioner Holden is talking about is 5,600 feet from the Town's lines.

Ms. Kollgaard stated that they could not require the developer to pay for the lines that far to hook up to the Town's system; the Town would have to. She stated the Public Works Director is currently updating the Wastewater System Master Plan.

Commissioner Holden asked if the Town could bring the lines up to within a quarter of a mile to have them hook up with the Town, and then require them to pay impact fees on it.

C.T. Eagle, Public Works Director, reported that one of the issues with that is that they are beyond the Town's matrix required hook-up zone. He stated the Town would have to use impact fees that have already been received and it is not common practice. He stated development has always paid for development in Lady Lake. Mr. Eagle stated many options were looked at for this development, but it was not cost feasible, although the developer would have liked to connect to sewer if possible. He stated the Town would have to change the LDRs and ordinances if the Commission wanted lines extended in this manner.

Commissioner Richards asked if the developer stated what the cost would have been to extend water and sewer to their development.

Mr. Eagle replied that it would have cost them one to two million dollars.

Greg Lang, an engineer with Mittauer & Associates, reported that his firm faces this dilemma on a regular basis when they are working with developers. He stated that the Department of Economic Opportunity has economic development grants available that will pay for public infrastructure to be brought to a job creator or business which is called a participating party that will be creating jobs. Mr. Lang stated their grant allows up to $35,000 per job created, so a business that will have ten jobs could be awarded up to $350,000. He stated assisted living facilities are ideal types of businesses because they create many service related jobs. Mr. Lang recommended that the Town look into this in the future by talking with their grant administrator and stated that Mittauer & Associates could help evaluate whether that participating party could be a recipient of this type of grant.

Commissioner Richards stated he was figuring the costs for extending the lines to the developer at $100 per foot, and figured it would cost approximately $560,000. He stated if the Town did that, then the developer would have to hook-up.

Mr. Eagle stated that the Town's infrastructure is currently maxed out at that end of town. He stated they are running at 85% capacity on the collection system, and in order for the developer to tie on, they would have had to oversize the Town's utilities all the way to Lift Station #1 on Clay and Oak Streets to allow for adequate supply. Mr. Eagle explained that the extra run of pipe and lift station oversize was part of the exorbitant price the developer faced with this project. He stated that this is one reason that the Wastewater Master Plan is being updated.

Commissioner Vincent asked if there were other project feelers out for this area that may want sewer and water.

Ms. Kollgaard stated that she has spoken with Mr. Carroll, Growth Management Director, and Mr. Eagle about this, and there are feelers, but they are not ready to move forward on their projects and cannot share the costs at this time.

Ms. Kollgaard reported that staff had discussed at a previous meeting that the Police Department was using John Makholm to review the police policies and that if the costs went above $3,000, it would come back before the Commission. She stated that John Makholm is with PRM, but his services are outside of the scope of the Town's contract with them. Ms. Kollgaard stated that the Chief has many other policies that need to be reviewed and has estimated the costs to be approximately $8,000, which is included in the legal budget. She stated that it is better to have the policies reviewed now, and if there is litigation in the future, this would help the Town. This will be brought back before the Commission for approval.

Mayor Kussard reported that Little League starts on Saturday, March 1st at 9 o'clock; and soccer starts on March 8th at 8 o'clock. She stated it is nice to have an audience to cheer them on and to encourage sports participation.

M. PUBLIC COMMENTS[iv]:

- Joe Quinn of 633 Rainbow Blvd. stated that he does not believe the Town has offered the seller of the Wildflower property a sweet deal, and suggested the Town offer $160,000 and forget about having him pay the taxes.

N. ADJOURN

There being no further discussion, the meeting was adjourned at 6:48 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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DRAFT

J-4

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE : February 3, 2014

SUBJECT: Consideration of Purchasing 5.73 +/- acres Known as the Wildflower Property

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION:

1. Approval of the Contract for Purchasing 5.73 +/- acres known as the Wildflower Property (AK#1698693) in the amount of $164,500.00 plus closing costs.

2. Approval of Utilizing Universal Engineering Sciences for the Phase 1 Environmental Site Assessment in the amount of $1,800.00.

SUMMARY: As directed, the Town Attorney submitted the counter offer to the Wildflower Development Corporation to purchase the 5.73 +/- acres for $164,500, with closing to be within 45 days. The Town will pay all closing costs, except the taxes due for 2013 and the pro-rata share of taxes for 2014 through the date of the closing. Mr. Farnsworth from the Wildflower Development Corporation accepted the offer and the contract is attached for the Commission's consideration. We would want to have a Phase 1 Environmental Site Assessment (attached proposal from Universal Engineering Sciences for $1,800), and closing costs and title insurance will be approximately $1,500. If we have to do a survey, that will be approximately $2,500. The funds are available for this purchase in the Reserves or they can be taken out of Parks and Recreation Impact Fees. However, keep in mind if we utilize Parks and Recreation Impact fees for this purchase, the property is restricted to Parks/Recreation use only.

FISCAL IMPACT: $164,500.00 for property, and estimated costs for:
- Survey - $2, 500.00
-Closing costs and title insurance - $1,500.00
-Environmental Site Assessment - $1,800.00

Total Cost: $170, 300.00 (Estimated)

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

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

[X] **Support Documents-Contracts/emails**

DEPARTMENT HEAD	**Submitted** 2/25/14	**Date**
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT PSW-AFD	**Approved as to Budget Requirements**	**Date** 2/26/14
TOWN MANAGER	**Approved Agenda Item for:** 3/3/14	**Date** 2/26/14

2/26/14

COMMISSION ACTION:

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

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

Contract For Sale and Purchase

1. Purchase And Sale. Town of Lady Lake ("Buyer"), whose address is 409 Fennell Boulevard, Lady Lake, Fl 32159, agrees to buy and Wildflower Development Corporation, a Florida Corporation ("Seller"), whose mailing address is 10160 McGregor Blvd., Fort Myers, Fl 33919, agrees to sell the following property described in that Warranty Deed recorded in Official Records Book 1222, Page 0240, of Lake County Florida with an Alternate Key number of 1698693 (hereinafter the "Property") on the terms and conditions set forth in this Contract.

2. Purchase Price. The purchase price for the Property is $164,500.00 payable by Buyer to Seller in U.S. Currency as follows:

a. $ 10,000.00 Deposit paid by Buyer to Bowen Radson Schroth, P.A. Trust Account by check, cash or wire within 5 days of Buyer's execution of the Contract (hereinafter "Effective Date") and

b. $ 154,500.00 Balance to close by cash, check or wire transfer to be paid at closing.

3. Survey: Buyer may obtain a survey of the Property within thirty (30) days of the Effective Date. In the event the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or governmental regulations, the same shall constitute a title defect governed by Section 6 of this Contract. Seller shall supply Buyer with all surveys, if any, in its possession concerning the Property within 20 days.

4. Approval: This transaction shall be subject to and conditioned upon Buyer receiving all necessary approvals for the contract from the Town of Lady Lake Commission which will be received no later than the end of the Due Diligence period

5. Due Diligence: Buyer has 30 days from the Effective Date to cancel this Contract and conduct its due diligence to determine if the Property is unsuitable to Buyer in it is sole discretion. Should Buyer cancel the Contract within 30 days in accordance with this paragraph, Seller shall refund to Buyer Buyer's entire $10,000.00 deposit. Should Buyer not cancel the contract in writing delivered to Seller within 30 days from the Effective Date and fail to close, Seller may keep the $10,000.00 deposit.

6. Title. Seller has the legal capacity to and will convey marketable title to the Property by warranty deed, free of liens, easements and encumbrances of record or known to Seller, except comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions, public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7.5 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years, if any.

a. Evidence of Title. Seller will, at Buyer's expense and at least 10 days prior to Closing Date deliver to Buyer a title insurance commitment by Bowen Radson Schroth and upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title.

b. Title Examination. Buyer will, within 5 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 5 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction.

7. Closing Date And Procedure. This transaction can be closed in Lake County at the Law Office of Bowen Radson Schroth, P.A., 600 Jennings Avenue, Eustis, FL 32726 or the Town of Lady Lake Town Hall on or before 15 days after the end of the Due Diligence period ("Closing Date"), unless otherwise extended.

a. Closing Costs. Buyer will pay for title insurance, documentary stamp taxes on the deed, recording fees for documents and any other closing costs. Seller shall pay any and all real property taxes owed for 2013 and Seller shall pay its pro rata share of the taxes owed for 2014 through the date of closing.

b. Deed. Seller will provide the executed Warranty Deed to Buyer at closing.

8. Brokers. The parties represent to each other that no broker is involved.

9. Assignability. This Contract may not be assigned.

10. Complete Agreement. Buyer and Seller acknowledge receipt of a copy of this Contract; that the terms of the Contract are the entire agreement between them; and that they have not received or relied on any representations by Buyer or Seller not expressed in this Contract. **No prior or present agreements or representations will bind Buyer or Seller unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials and modifications communicated by facsimile will be considered as original. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.

11. Counterparts. To facilitate execution, this Contract may be executed in as many counterparts as may be required, and it shall not be necessary that the signature or each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party appear on at least one counterpart. All counterparts shall collectively constitute a single agreement.

12. Facsimile. A facsimile copy of this Contract and any signatures hereon will be considered for all purposes as originals.

13. No Recording of Contract. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

14. Effective Date and Time. The "Effective Date" of this Contract is the date on which the last of the parties signs. **Time is of the essence for all provisions of this Contract.** Time periods of five (5) days or less will be computed without including Saturday, Sunday or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

15. Equal Participation. The parties acknowledge that they participated equally in the drafting of this Contract and that, accordingly, no court construing this Contract shall construe it more stringently or liberally for or against either party.

16. Attorney's Fees And Costs. In any claim or controversy arising out of or relating to this Contract, the prevailing party will be awarded reasonable attorneys' fees, costs and expenses.

If the parties do not execute this Contract on or before March 10, 2014, this Contract is void.

In Agreement:

Town of Lady Lake

Date:_____

Buyer: _____
Kris Kollgaard
Town Manager

Wildflower Development Corporation

Date:_____

Seller: _____
By: Robert L. Farnsworth
Title: President

UNIVERSAL
ENGINEERING SCIENCES
Consultants in: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
* Atlanta
* Daytona Beach
* Fort Myers
* Fort Pierce
* Gainesville
* Jacksonville
* Kissimmee
* Leesburg
* Miami
* Ocala
* Orlando (Headquarters)
* Palm Coast
* Panama City
* Pensacola
* Rockledge
* Sarasota
* Tampa
* West Palm Beach

February 24, 2014

Town of Lady Lake
136 Skyline Drive
Lady Lake, Florida 32159

Attention: Mr. C. T. Eagle, Sr. – Public Works Director

Reference: **Proposal for a Phase I Environmental Site Assessment**
Wildflower Property
221 Arlington Avenue
Lady Lake, Lake County, Florida
UES Proposal No.: 1101504 v1

Dear Mr. Eagle:

Universal Engineering Sciences, Inc. (UES) is pleased to provide this proposal to conduct a Phase I Environmental Site Assessment (ESA) at each of the above referenced subject properties. The purpose of the Phase I ESA is to identify, to the extent possible, recognized environmental conditions as described in American Society for Testing and Materials (ASTM) format E1527-13, which is consistent and compliant with the United States Environmental Protection Agency's (EPA) final All Appropriate Inquiries rule (effective November 1, 2006).

We propose to conduct a Phase I Environmental Assessment to current standards. If evidence of a REC is identified, which would warrant further assessment, we will inform you.

SCOPE OF WORK

The Phase I ESA will follow ASTM E 1527-13 guidelines and will include:

1. A review of environmental records to assess past uses and the potential for past on-site and off-site petroleum products or hazardous waste discharge or disposal;
2. A site reconnaissance of the subject property and surrounding area;
3. Interviews with present and past owners, operators, occupants, and government officials;
4. A written report for the property that documents work performed, the results of the assessment, conclusions and recommendations as warranted by the data.

On this basis, our assessment will investigate the presence or likely presence of hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The scope of work does not include soil or groundwater sampling, contamination assessment/delineation, an evaluation of lead-based paint, radon, lead in drinking water, environmental compliance, site geotechnics (soils, foundations, site retention, etc.) or construction materials testing. Universal Engineering Sciences can provide these additional services, and we would be pleased to develop an appropriate scope of work and cost estimate for these services, if you wish.

REQUIRED USER INFORMATION

To successfully complete the proposed site assessment in accordance with the ASTM E1527-13 standard, it is the Users responsibility to provide UES with the following: site contact information; current property owner; environmental lien report; legal description of the property and parcel identification number; tax map and/or plot plan; and completed User Questionnaire. For an additional charge, we will obtain the environmental lien report from a subcontractor in order to determine the existence of environmental cleanup liens against the subject property.

SCHEDULE

We understand the time sensitive nature of this assessment. We anticipate that the proposed scope of services can be completed and submitted via electronic mail within 3-weeks of receipt of written authorization to proceed. This schedule is based on access to the subject property being provided immediately upon receipt of your written authorization to proceed. If your schedule needs should change, please advise us.

PROPOSAL

We propose to conduct the Phase I Environmental Site Assessment in accordance with our General Conditions for a fee of $1,800.00. This fee proposal shall remain effective for sixty (60) days. Should you require more than sixty days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs. If you would like us to proceed, please sign the enclosed Work Authorization/Proposal Acceptance Form and return one copy to UES for our files.

This fee estimate includes an electronic copy and two (2) hard copies of the Phase I ESA report. Shipping of hard copies via overnight delivery service will be provided at the client's request at cost plus 15%.

Universal Engineering Sciences, Inc. appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please call if you have any questions.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.

Randy K Wacha
Environmental Scientist
rwacha@universalengineering.com

Enclosures: Work Authorization/Proposal Acceptance Form
General Conditions
User Questionnaire

UNIVERSAL ENGINEERING SCIENCES, INC.

Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED, SIGN FORM, RETURN ONE COPY TO UNIVERSAL AND RETAIN ONE FOR YOUR FILES.

Universal Engineering Sciences, Inc. **(UES)** is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: **Phase I ESA – Wildflower Property**
PROJECT LOCATION: 221 Arlington Ave, Lady Lake, Lake Co, FL
CLIENT NAME: Town of Lady Lake
CLIENT ADDRESS: 136 Skyline Dr, Lady Lake, FL 32159
PHONE: Email: cteagle@ladylakepw.org

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES PROPOSAL NO.: 1101504 v1

Phase I Environmental Site Assessment.....$ 1,800.00
Environmental Lien Search.....$ 350.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. **UES** General Conditions, B. **UES** Proposal Dated: February 24, 2014

B. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.

C. Other exhibits marked and described as follows: n/a

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____ Social Security Number or Federal Identification No.: _____

Address: _____ City: _____ Zip: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT _____	**UNIVERSAL ENGINEERING SCIENCES, INC.**
BY (Signature) _____	BY (Signature) _____
TYPED NAME _____	TYPED NAME J. Chris Dougherty
TITLE _____	TITLE Business Development Representative
DATE _____	DATE February 24, 2014

Return Executed Copies to: Universal Engineering Sciences, Inc.
4475 SW 35th Terrace, Gainesville, FL 32608

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 *Universal Engineering Sciences, Inc.* ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc's* agents, employees, professional staff, and subcontractors.

1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.

1.4 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.

2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.

7 3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste

7 4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7 5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated

SECTION 8: RISK ALLOCATION

8 1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed $50 000 or UES's fee, whichever is greater If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance

SECTION 9: INSURANCE

9 1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

10 1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.

10 2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses

SECTION 11: TERMINATION

11 1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11 2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party

SECTION 13: GOVERNING LAW AND SURVIVAL

13 1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

13 2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14: INTEGRATION CLAUSE

14 1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

14 2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

UNIVERSAL ENGINEERING SCIENCES, INC.
4475 SW 35th Terrace
Gainesville, FL 32608
Phone: 352-372-3392 Fax: 352-336-7914

ASTM E1527-13 USER INTERVIEW RECORD

Project: Wildflower Property
Project No: _____
Date: _____
Interviewee: _____
Relationship to Project: _____

Comment: The *User* (client) must provide the following information (if available) to the *Environmental Professional*. Information provided below is intended to assist the *Environmental Professional* in gathering information from the User that may be material to identifying *recognized environmental* conditions in connection with the subject property. Failure to provide this information could result in a determination that "*all appropriate inquiry*" is not complete.

Please provide additional details if the answer is "yes" to any of the questions. If answer is "no" to any of the questions, please indicate what information the answer was based on.

1. Did a search of *recorded land title records* (or judicial records where appropriate) identify that environmental liens (ELs) filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

_____

_____

2. Did a search of *recorded land title records* (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

_____

_____

3. Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312.28)?

_____

_____

_____

4. Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property* (40 CFR 312.29)?

_____

_____

UNIVERSAL ENGINEERING SCIENCES, INC.
4475 SW 35th Terrace
Gainesville, FL 32608
Phone: 352-372-3392 Fax: 352-336-7914

ASTM E1527-13 USER INTERVIEW RECORD

5. Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *Environmental Professional* to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?

a.) Do you know any of the past uses of the *property*?

b.) Do you know of specific chemicals that are present or once were present at the *property*?

c.) Do you know of spills or other chemical releases that have taken place at the *property*?

d.) Do you know of any environmental cleanups that have taken place at the *property*?

e) Can you provide contact information for any of the past owners or occupants of the subject property?

6. Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of releases at the *property* (40 CFR 312.31)?

7. Are you aware of any other knowledge or experience with the *property* that may be pertinent to the *Environmental Professional*, such as copies of any available prior *environmental site assessment reports*, documents (ex: Material Safety Data Sheets, environmental permits, geotechnical evaluations, safety plans, preparedness and prevention plans, spill prevention, countermeasure, and control plans, Community Right-to-Know Plan, risk assessments, recorded activity use limitations, hazardous waste generator notices/reports, hydrogeologic reports), correspondence, etc., concerning the *property* and its environmental condition. If so, can you provide a copy?

UNIVERSAL ENGINEERING SCIENCES, INC.
4475 SW 35th Terrace
Gainesville, FL 32608
Phone: 352-372-3392 Fax: 352-336-7914

ASTM E1527-13 USER INTERVIEW RECORD

8. Please provide all entities that will need reliance on the Phase I ESA.

_____

_____

ALSO NEEDED:

(a) the reason why the Phase I ESA is required;

_____

(b) the type of *property* and type of *property* transaction, for example, sale, purchase, refinance, foreclosure, exchange, etc.;

_____

(c) the site address for the *property*, site location map, tax parcel identification numbers;

_____

_____

(d) the scope of services desired for the Phase I ESA (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice E 1527 are to be considered);

_____

_____

(e) identification of the site contact and how the contact can be reached;

_____

_____

(f) any special terms and conditions which must be agreed upon by the Environmental Professional

_____

_____

_____

Interviewer

Kris Kollgaard

From: Jeannine Michaud
Sent: Wednesday, February 26, 2014 8:29 AM
To: Kris Kollgaard
Subject: Unrestricted Reserve and Parks & Rec Impact Feea

Kris,

As of Jan 2014 Parks & Recreation Impact Fees equal $313,498.

Unrestricted Reserve as of Sep 2013 = $5,879,340 (at end of FY2013 excess was $1.2 million)
½ Current FY2014 Budget (Expenses) = $4,779,678

Leaving an Excess of $1,099,662 in unrestricted reserves.

Jeannine R. Michaud
Finance Director
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1538
JMichaud@LadyLake.org

Effective Oct 7, 2013 the Town Hall hours of operation will be Mon - Thurs, 7:30am - 6:00 pm

Kris Kollgaard

From: Derek Schroth [dschroth@brslegal.com]
Sent: Monday, February 24, 2014 11:04 AM
To: Kris Kollgaard
Subject: RE: Town's Counter-offer

I'll prepare a draft for your review tomorrow.

From: Kris Kollgaard [mailto:kkollgaard@ladylake.org]
Sent: Monday, February 24, 2014 11:02 AM
To: Derek Schroth; _Town Commission
Subject: RE: Town's Counter-offer

Great news Derek. I would like to get the contract on the March 3rd agenda if possible. Thanks, Kris

---

From: Derek Schroth [mailto:dschroth@brslegal.com]
Sent: Friday, February 21, 2014 10:40 AM
To: Kris Kollgaard; _Town Commission
Subject: FW: Town's Counter-offer

From: Robert Farnsworth [mailto:focus494@yahoo.com]
Sent: Friday, February 21, 2014 10:36 AM
To: Derek Schroth
Subject: Re: Town's Counter-offer

Thank you for your e-mail Derek. I do accept the Towns offer to purchase my property and look forward to receiving the sale documents ASAP. If the closing date can be moved up it would help me. Regardless I look forward to a closing date not later that April 7, 2014.
Very truly yours,
Robert

Robert L. (Bob) Farnsworth, P.E.
President
Focus Wastewater Solutions, Inc.
1342 Colonial Blvd., Suite B-905
Fort Myers, FL 33907

(239) 275-1880 Desk
(239) 849-4558 Cell
focus494@yahoo.com

From: Derek Schroth <dschroth@brslegal.com>
To: "Robert Farnsworth (focus494@yahoo.com)" <focus494@yahoo.com>
Sent: Thursday, February 20, 2014 8:41 AM
Subject: Town's Counter-offer

Good Morning Mr. Farnsworth:

The Town Commission considered and discussed your proposal last night. The Town Commission authorized me to make the following counter-offer. The Town offers to purchase your property for $164,500 and close in 45 days. The Town will pay all closing costs, except the taxes due for 2013 and your pro-rata share of taxes for 2014 through the date of the closing. I look forward to your response. Thank you.

Sincerely,

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

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

This email may contain privileged and confidential information. If you are not the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message. IF THIS COMMUNICATION PERTAINS TO SETTLEMENT OF ANY DISPUTE, IT IS A CONFIDENTIAL SETTLEMENT STATEMENT, INADMISSIBLE IN COURT.
Please note if this communication pertains to the City of Eustis or the Town of Lady Lake and its operations: Under Florida law (Florida Statute 668.6076) e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Kris Kollgaard

From: Derek Schroth [dschroth@brslegal.com]
Sent: Tuesday, February 25, 2014 7:33 PM
To: Kris Kollgaard
Cc: C.T. Eagle
Subject: RE: Wildflower Property

Hi Kris:

If a visual inspection reveals no additional improvements and no fences or other structures which might encroach, then the 2007 survey is sufficient to protect the Town. Thank you.

Sincerely,

DEREK A. SCHROTH
BOWEN RADSON SCHROTH, P.A.
600 Jennings Ave.
Eustis, Florida 32726
Telephone: (352) 589-1414
Facsimile: (352) 589-1726
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Please note if this communication pertains to the City of Eustis or the Town of Lady Lake and its operations: Under Florida law (Florida Statute 668.6076) e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Kris Kollgaard [mailto:kkollgaard@ladylake.org]
Sent: Tuesday, February 25, 2014 12:36 PM
To: Derek Schroth
Cc: C.T. Eagle
Subject: FW: Wildflower Property

Derek,

The survey that Mr. Farnsworth furnished was done in 2007. Is that going to be sufficient, or do we need to do an updated one? Thanks, Kris

From: C.T. Eagle [mailto:cteagle@LadyLakePW.org]
Sent: Monday, February 24, 2014 10:22 AM
To: Kris Kollgaard
Subject: Wildflower Property

Hey Kris,

I spoke with Thad about an address and alt key# for the property so we'll have a consistent reference for the property besides Wildflower Subdivision. So for quotes and reports we'll use the following:

221 Arlington Avenue, Alt Key# 1698693

Also, I checked the date on the attached plat survey that Mr. Farnsworth furnished, it's dated 2007. So please let me know if you would still like for me to send it to Derek, it is a few years older than I thought it was.

Thanks,

C. T. Eagle, Sr
Town of Lady Lake
Public Works Director
136 Skyline Dr.
Lady Lake, Fl 32159

Phone: 352-751-1526
Fax: 352-751-1595

cteagle@ladylakepw.org

ATTENTION: The new operating hours for the Public Works Department are Monday- Thursday, 7:00AM - 6:00PM. Offices will be closed on Friday's.

Please note: Under Florida law (Fla.Stat. 668.6076 - effect. 07-01-06), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

J-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: MARCH 3, 2014

SUBJECT: **Consideration of Approval for the Town Manager to Execute an Affidavit to Allow WRYP ILF, LLC to transfer the property of Lexington Park – Phase II prior to Connection to Town Utilities**

DEPARTMENT: **Growth Management**

STAFF RECOMMENDED MOTION:

Staff Recommends approval for Town Manager to Execute an Affidavit to Allow WRYP ILF, LLC to transfer the property of Lexington Park– Phase II prior to Connection to Town Utilities

---

SUMMARY

On November 4, 2013, a Sewer, Water, and Reuse Agreement was executed between the Town of Lady Lake and WRYP ILF LLC for capacity reservation of ten (10) Sanitary Sewer ERUs, ten (10) Potable Water ERUs, and five (5) Reuse Water ERUs. At this time, it is the desire of ownership to transfer the property to a new owner; however, in accordance with Section 6 of the Agreement, the Alienability Restriction, the property is prohibited from being transferred prior to the connection to the Town's Utilities, unless express written consent of the Town of Lady Lake is obtained.

Charles Carver, attorney in representation of WRYP ILF LLC and Lexington Park Phase II, has prepared an Affidavit for signature by the Town Manager to consent to the Developer's selling and transferring of the property. As per Section 6 of the agreement, the developer is afforded this option to transfer prior to connection with express written consent by the Town. Given that the agreement was approved by the body of the Town Commission, this consent must be approved by the Town Commission as well. If approved, the property will be able to be transferred, consistent with the desire of the developer at this time; however, the capacity reservations would still be in place for the subsequent owner. The Town has already collected the $48,170.00 of impact fees as required by the agreement.

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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2-26-2014

DEPARTMENT HEAD Submitted 2/26/14 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: 3/3/14 Date 2/26/14

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

Prepared by and return to:
Charles H. Carver, Esq.
McNamara & Carver, P.A.
2907 Bay to Bay Blvd., Suite 201
Tampa, Florida 33629

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, this day personally appeared _____ ("Affiant"), who first being duly sworn, deposes and says that:

1. Affiant is the Town Manager of the **TOWN OF LADY LAKE** (the "Town"), and, in such capacity, is authorized to make this Affidavit on behalf of the Town.

2. Affiant is making this Affidavit with respect to that certain Sewer, Water & Reuse Utility Agreement dated November 4, 2013, between the Town and **WRYP ILF, LLC** (the "Developer") recorded in Official Records Book 4402, page 1472, of the Public Records of Lake County, Florida (the "Agreement").

3. The Town hereby consents to the Developer's selling and transferring the Property (as that term is defined in the Agreement), and the rights and obligations of the Developer that burden the Property established in the Agreement, to AMERICAN REALTY CAPITAL V, LLC, a Delaware limited liability company, or to its affiliate, ARHC LPLLKFL01, LLC.

4. Affiant hereby directs the Clerk of the Lake County Court to record this Affidavit in the Public Records of Lake County, Florida, in order to evidence the Town's consent to the aforementioned transfer.

FURTHER AFFIANT SAYETH NOT.

_____
Print Name:_____

"AFFIANT"

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2014, by _____, who either ☐ is personally known to me, or ☐ has produced a _____ driver's license as identification.

_____
Notary Public - State of Florida
Print Name:_____
My Commission Expires:_____

(SEAL)

INSTRUMENT#: 2013124617 OR BK 4402 PG 1472 PAGES: 14 11/13/2013 8:31:38 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $120.50

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

SEWER,WATER & REUSE UTILITY AGREEMENT
LADY LAKE, FLORIDA

THIS UTILITY AGREEMENT made this 4TH day of NOVEMBER, 2013 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and WRYP ILF LLC, a Florida Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 3.18 +/- acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereinafter be developed and improved into a Memory Care/Assisted Living Facility totaling 53,161 Square Feet of with 70 beds requiring central water, central sewer, and wastewater reuse services (hereinafter referred to as the "Development" a copy of the Project Site Plan is attached hereto as Exhibit "B"); and

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

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

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

WHEREAS, Utility has agreed to make its water service, sanitary sewer service, and reuse service available to the Development by means of connection to and use of

RETURN TO

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

the Water, Sewer, and Reuse Facilities on the terms and conditions hereinafter set forth.

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

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water, Sewer, and Reuse Facilities. Developer further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water, sewer, and reuse services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water, Sewer, and Reuse Facilities, and through the on-site facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water, sewer, and reuse service for any reason. Utility agrees that it will have sufficient capacity in the amount of 2,500 gallons per day ("gpd") in its Water Facilities, and in the amount of 2,500 gpd in its Sewer Facilities to serve the Development for a maximum peak flow of ten (10) ERUs. Further, Utility agrees that it will have sufficient capacity in the amount of five (5) Equivalent Residential Units (ERUs) in its Reuse Facilities to service the Development. Utility agrees that the water, sewer, and reuse services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water, sewer and reuse services to the Development after Developer shall make a written request for such service to Utility, but not before the On-Site Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this

Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities, Sewer Facilities, and Reuse Facilities at any given time without due notice to the Developer to determine if water, sewer, and reuse ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

2. **PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER, WATER, AND REUSE IMPACT FEES**. Developer shall be responsible for payment of the Utility's sanitary sewer, water and reuse impact fees for the sanitary sewer, water and reuse volumes reserved under this agreement. Utility's sanitary sewer impact fee is three thousand one hundred seventy-two dollars and no cents ($3,172.00) per equivalent residential unit. Utility's water impact fee is one thousand four hundred ninety-nine dollars and no cents ($1,499.00) per equivalent residential unit. Utility's reuse impact fee is two hundred ninety-two dollars and no cents ($292.00) per equivalent residential unit. Commercial units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fee shall be made in accordance with section 11(h) of this agreement in the amount of Thirty-One Thousand Seven Hundred Twenty dollars and no cents ($31,720.00) for sanitary sewer capacity; Fourteen Thousand Nine Hundred Ninety dollars and no cents ($14,990.00) for water capacity; One Thousand Four Hundred Sixty dollars and no cents ($1,460.00) for reuse capacity, for a total lump sum amount of Forty-Eight Thousand One Hundred Seventy dollars and no cents ($48,170.00) calculated as follows:

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

Sanitary Sewer Capacity Reservation

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

10 erus x 3,172 = $31,720.00

Water Capacity Reservation

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

10 erus x 1,499 = $14,990.00

*Reuse Capacity Reservation

(9049 gallons/7 days)/274 gpd/eru * $292/eru =

5 erus x 292= $1,460.00

TOTAL = $48,170.00

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

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

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

(a) **ON SITE IMPROVEMENTS.** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary On-Site Improvements, as agreed to by Utility and Developer, to allow the Development to be

connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development. The engineer's estimate of the On-Site Improvements is set forth in Exhibit "C" attached hereto, incorporated herein, and hereinafter referred to as On-Site Improvement Costs.

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

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

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

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

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

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

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

8. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida,

Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, sewer, and reuse service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

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

Utility:	Town of Lady Lake Utility Department 409 Fennell Boulevard Lady Lake, FL 32159
With a copy to:	Derek A. Schroth, Esq. Bowen Radson Schroth, P.A. 600 Jennings Ave. Eustis, FL 32726
Developer/: Owner	Mark A. Yap WRYP ILF LLC 5455 S.W. 28TH Avenue Ocala, FL 34471

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

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

11. OTHER ESSENTIAL TERMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on following page]

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

Attest:

Kristen Kollgaard, Town Clerk

TOWN OF LADY LAKE

Jim Richards, Town Mayor

Approved as to form:

Town Attorney
Derek A. Schroth, Esquire

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

Witness:

Print Name:

Richard V. Bosche

Witness:

Print Name:

Gene Bruno Losito

WRYP ILF, LLC

By: _____

Name: Mark A. Yap

Title: Managing Member

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ MARION

This is to certify that on this 28TH day of OCTOBER, 2013, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared MARK A. YAP on behalf of the company, S/he is personally known to me or has produced N/A as identification and did or did not take an Oath.

SEAL

CASSIE SYLVIA
MY COMMISSION # FF 017039
EXPIRES: May 13, 2017
Bonded Thru Notary Public Underwriters

Signature of Acknowledger

CASSIE SYLVIA

Name of Acknowledger Typed

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION (AS SURVEYED)

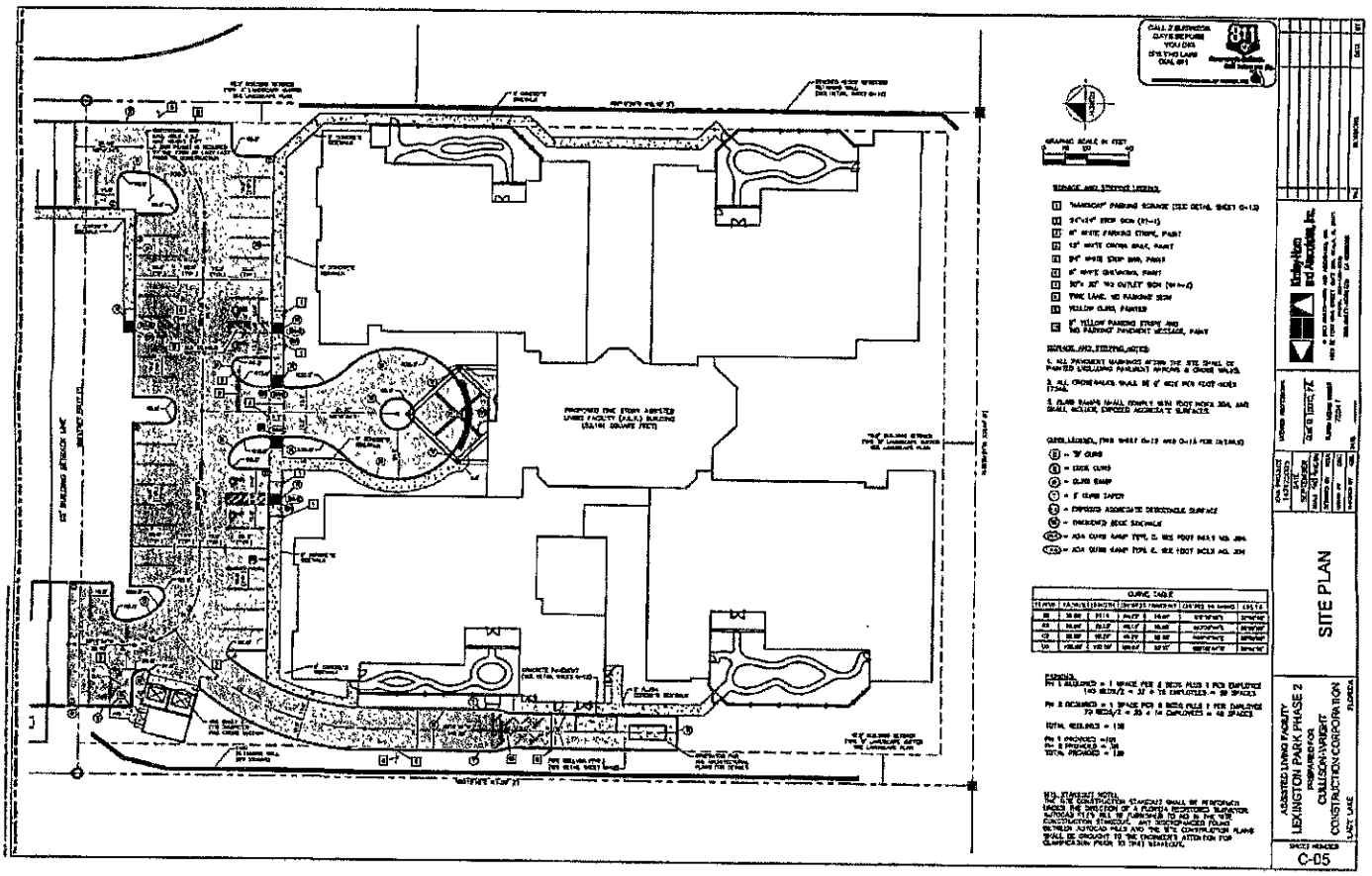
A PORTION OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 19, N89'51'02"W, A DISTANCE OF 1992.91 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY, S00'16'34"W, A DISTANCE OF 61.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF COUNTY ROAD NO. 466 (HAVING A 101 FOOT RIGHT OF WAY WIDTH); THENCE CONTINUE ALONG SAID EAST BOUNDARY, S00'16'34"W, A DISTANCE OF 837.07 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID EAST BOUNDARY, S00'16'34"W, A DISTANCE OF 416.70 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 19, N89'54'51"W, A DISTANCE OF 332.14 TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE WEST 1/2 OF THE N.W. 1/4 OF' THE N.E. 1/4 OF' SAID SECTION 19, N00'16'36"E, A DISTANCE OR 417.80 FEET, THENCE DEPARTING SAID WEST BOUNDARY, S89'43'26"E, A DISTANCE OF 332.13 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAIN 3.18 ACRES, MORE OR LESS.

On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

EXHIBIT "B"
PROJECT SITE PLAN



On site with no recapture- Assisted Living Facility at Lexington Park-Phase 2- 09/13-001

EXHIBIT "C"

ENGINEER'S ESTIMATED CONSTRUCTION COSTS

Kimley-Horn and Associates, Inc.

ENGINEER'S OPINION OF PROBABLE COST TOWN OF LADY LAKE LEXINGTON PARK ASSISTED LIVING FACILITY PHASE 2					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER DISTRIBUTION					
1	8" Potable Water Main	250	LF	35.00	8,750.00
2	8" 45 Degree MJDI Bend	2	EA	500.00	1,000.00
3	8" 22 Degree MJDI Bend	2	EA	500.00	1,000.00
4	8" x 6" MJDI Tee	1	EA	600.00	600.00
5	8" MJDI Cap	1	EA	400.00	400.00
6	6" 90 Degree MJDI Bend	1	EA	500.00	500.00
7	6" Gate Valve	1	EA	750.00	750.00
8	8" x 3" MJDI Reducer	1	EA	300.00	300.00
9	Fire Hydrant Assembly	2	EA	4,500.00	9,000.00
		WATER DISTRIBUTION SUBTOTAL			$ 22,300.00
II. SANITARY SEWER					
1	Sanitary Manhole	5	EA	3,000.00	15,000.00
2	8" PVC Gravity Sewer	285	LF	25.00	7,125.00
		SANITARY SEWER SUBTOTAL			$ 22,125.00
SUMMARY					
I. WATER DISTRIBUTION					22,300.00
II. SANITARY SEWER					22,125.00
				TOTAL	44,425.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

K-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE : March 3, 2014

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

DEPARTMENT: Parks and Recreation

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

---

SUMMARY: The Town of Lady Lake was awarded a total of $274,085.00 for Phase II of the Rolling Acres Sidewalk Project. At this time, F.D.O.T. has appropriated $36,000.00 for the design of the project. Please note that the figure of $31,484.00 on the Notice to Proceed and the $36,000.00 on the LAP Agreement are different. F.D.O.T. District 5 raised the design funds to $36,000.00. We will have to submit a Request for Qualifications for a design firm and form a committee of Town Employees. If the negotiated fee comes in at higher than $36,000.00, the Town may have to fund the balance if F.D.O.T. District 5 decides against funding the difference.

FISCAL IMPACT: $36,000.00 of no match grant funding

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

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

[ ] **Other**

[ ] **Support Documents**

DEPARTMENT HEAD MDG	**Submitted** 02/24/14	**Date** 03/03/14
HR	**Approved as to Form** 02-24-14	**Date** 03-03-14
FINANCE DEPARTMENT JRM	**Approved as to Budget Requirements**	**Date** 2/24/2014
TOWN MANAGER	**Approved Agenda Item for:** 3-3-14	**Date** 2/24/14

COMMISSION ACTION:

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

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

You replied on 2/21/2014 8:22 AM.

Mike Burske

From: Derek Schroth [dschroth@brslegal.com] **Sent:** Thu 2/20/2014 8:14 PM
To: Mike Burske
Cc: Kris Kollgaard
Subject: RE: LAP Agreement Phase II
Attachments:

Approved.

Sincerely,

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

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

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Please note if this communication pertains to the City of Eustis or the Town of Lady Lake and its operations: Under Florida law (Florida Statute 668.6076) e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----
From: Mike Burske [mailto:mburske@ladylake.org]
Sent: Wednesday, February 19, 2014 12:40 PM
To: Derek Schroth
Cc: Kris Kollgaard
Subject: LAP Agreement Phase II

Derek, could you review the attached LAP Agreement for the Safe Routes to School Grant Phase II. This concerns the design. We have seen four or so similar agreements in the past and is boiler plate so just wanted to cover my bases and make sure you are ok with it.

Thanks,
Mike Burske
Parks and Recreation Director
Town of Lady Lake
(352) 430-0451

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Blvd.
Deland, FL 32720-6834

ANANTH PRASAD, P.E.
SECRETARY

December 5, 2013

Mike Burske
Parks & Recreation Director
Town of Lady Lake
409 Fennell Boulevard
Lady Lake, Florida 32159

RE: Local Agency Program (LAP) Supplemental Agreement
FPN: 427855-1-58/68-01
Contract No.: AQV 54
Project: Rolling Acres Road Sidewalks

Dear Mr. Burske,

This letter will serve as the Town's Notice-to-Proceed with the continuation with the above project, effective December 4, 2013.

Additional funds in the amount of $31,484.00 have been encumbered for this project and one fully executed LAP Agreement is attached for your records.

If you have any questions, please call Myra Picallo at 386-943-5545.

Sincerely,

Lisa L. Buscher
District Local Government Program Administrator

Attachment

cc: Steve Kegel
Vince Vacchiano

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Blvd.
DeLand, Florida 32720-6834

ANANTH PRASAD, P.E.
SECRETARY

November 6, 2012

Mr. Mike Burske
Parks and Recreation
409 Fennell Boulevard
Lady Lake, Florida 32159

Re: Safe Routes to School (SRTS) Project Selection – Villages ES
Section – 11000
Lake County – FM # 433200-1

Dear Mr. Burske,

This is to inform you that your SRTS project was approved and has been added to the FDOT work program in fiscal year 2016 for the estimated construction/CEI amount of $233,585/$40,500. Per the discussions with the LAP intake committee, the City of Lady Lake will be responsible for managing the design and construction of the project. We programmed the design phase in fiscal year 2014 for $36,000. We will be designing and constructing the pedestrian features on US 27 and Rolling Acres Blvd. and at Fennell Blvd.

Funding for these selected projects is subject to the availability of federal funds and annual appropriation by the Legislature (spending authority). Florida DOT programs projects in a Five Year Work Program, which exceeds the current MAP-21 Transportation Bill (scheduled to expire in September 2014). If major changes are made to the SRTS program in the next Transportation Bill, it is possible that some planned projects may have to be delayed, funded through other means, or not funded.

The website www.saferoutesinfo.org/ contains the SRTS data collection tools you agreed to use in your grant application. Please coordinate with the school(s) listed in your application to have the **before** and **after** project data collected and entered into the web site. Data collection is an important component of SRTS projects. Failure to do so will be taken into account when prioritizing future SRTS applications/projects.

Please call Mr. Tony Nosse at (386) 943-5334 if you have any questions.

Sincerely,

Richard B. Morrow, P.E.
District Traffic Operations Engineer
District Five

RBM:an:cac:d

cc: Mr. Mike Woods, Lake/Sumter TPO
Mr. Ted Wolf, Lake County School District
Mr. A. R. Nosse
Ms. Joyce Horn-Harley
Ms. Sarita Taylor

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 433200-1-38-01	Fund: HSP	FLAIR Approp: 088849
Federal No: 8886-469-A	Org Code: 55053010541	FLAIR Obj: 790089
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 11	Contract No:	Vendor No: F591-537-624-012

Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 02-500-6321

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the TOWN OF LADY LAKE, 409 Fennell Boulevard, Lady Lake, FL 32159 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Villages Elementary School Sidewalk Safety Improvements and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A", "B", and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 2 years from the Agreement's execution date. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 36,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Lisa Buscher, District Local Government Program Administrator
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-520
      DeLand, Florida 32720

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Lisa Buscher, District Local Government Program Administrator
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 4-520
   DeLand, Florida 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Lisa Buscher, District Local Government Program Administrator
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-520
DeLand, Florida 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Lisa Buscher, District Local Government Program Administrator
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-520
      DeLand, Florida 32720

   b) The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

      Lisa Buscher, District Local Government Program Administrator
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-520
      DeLand, Florida 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color,

national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except

contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

AGENCY TOWN OF LADY LAKE

By: _____
Name:
Title:

Attest: _____
Title:

Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

Attest: _____
Title: Administrative Assistant

_____

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433200-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

the Town of Lady Lake, 409 Fennell Boulevard, Lady Lake, FL 32159

Dated_____

PROJECT LOCATION:

The project ____ is _X_ is not on the National Highway System.

The project ____ is _X_ is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design of 5 feet wide sidewalk along the north side of Oak Street from Clay Avenue to CR 25 (1,020 feet) and along the west side of CR 25 from Oak Street to Fennell Boulevard (3,340 feet). Drainage design will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and mitered end sections. Additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, the removal of an existing retaining wall, and the construction of a gravity wall with guiderail. All crosswalks, sidewalks, and pedestrian ramps will adhere to the most current ADA requirements. Improvements also include detectable warning surfaces and required signing and pavement markings.

The project includes improvements at three intersections: SR 500 at Rolling Acres Road, SR 500 at Fennell Boulevard, and CR 25 at Griffin Avenue. Improvements include installation of pedestrian signals, push button detectors, traffic separator improvements and reconstruction, construction of a concrete pedestrian refuge island, installation of traffic loops, updating traffic controller and signal timing to include new pedestrian phasing and sidewalk connections to the existing sidewalk. No additional Right of Way is required. Although non-reimbursable, utility coordination and adjustment is required.

The project funding shall be reduced to an amount equal to the award of the actual design contract cost.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices shall be submitted on a monthly basis and Progress Reports shall be submitted as requested to:

David Cooke, Project Manager Supervisor
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) N/A Study to be completed by N/A.

b) Design to be completed by 10/31/2014.

c) Right-of-Way requirements identified and provided to the Department by N/A.

d) Right-of-Way to be certified by N/A.

e) Construction contract to be let by N/A.

f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

When real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right of way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal, acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN:
Town of Lady Lake 409 Fennell Boulevard Lady Lake, FL 32159-3158	433200-1-38-01

PROJECT DESCRIPTION

Name: Villages Elementary School Sidewalk Safety Improvements Length: 0.650 miles

Termini: Sidewalk improvements at CR 25 from Oak Street to Fennell Boulevard, North of Oak Street from Clay Avenue to CR 25, and CR 25 at Griffin Avenue. Intersection improvements at SR 500 at Rolling Acres Road, SR 500 at Fennell Boulevard, and CR 25 at Griffin Avenue.

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

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

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

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 36,000.00

Compliance Requirement:

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

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

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

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

K-7

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE : March 3, 2014

SUBJECT: Consideration of Approval to Begin the Engineering for the Minor Field Fence Project

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Begin the Engineering for the Minor Field Fence Project

SUMMARY: In the 2013-2014 budget, the Commission appropriated $40,000.00 for a new fence at the Guava Street baseball fields. I received a quote from Neel-Schaffer Engineering as we want to build the new fence to a more professional specification. The fence will be similar to the Hicks Field Fence, but will have a couple of changes to meet the Little League's safety regulations. The cost of the engineering is $1,200.00. The design used on Hicks Field has eliminated a lot, if not most, of the issues we were having with foul balls. The fence has also been complimented by visiting teams who were impressed by the design and appearance. The biggest difference in the two designs will be where the pitching practice area is at the Minor Field. The fence will be elevated to meet new safety requirements.

FISCAL IMPACT: $1,200 for engineering from line item 001-7201-572-64-10, with a budget of $40,000.00 for this project.

[X] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other

[ ] Support Documents

DEPARTMENT HEAD MDB	**Submitted** 02/24/14	**Date** 03/03/14
HR	**Approved as to Form** 02-24-14	**Date** 03-03-14
FINANCE DEPARTMENT JRM	**Approved as to Budget Requirements**	**Date** 2/24/2014
TOWN MANAGER	**Approved Agenda Item for:** 3-3-14	**Date** 2/24/14

COMMISSION ACTION:

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

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

MD
JW

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

October 25, 2013

Mr. Mike Burske
Parks and Recreation Director
The Town of Lady Lake
260 Rolling Acres Road
Lady Lake, Florida 32159

Re: Guava Street Sports Field Fencing Replacement – Design Services

Dear Mike:

As requested, this proposal is to prepare engineering design plans and specification for the Guava Park Baseball field fencing. The project includes site survey, final design plans, development of construction plans and specifications. This does not include any CEI services. The fee proposal outlined below presents the scope of work, estimated fees, and completion schedule for the engineering.

Scope of Services

Data Collection and Site Review

The Engineer will collect and review pertinent information and data related to the project. Data and information may include maps, aerials, and other public records. This also includes a site visit for environmental screening and review of any other design requirements. It is anticipated that there are no threatened or endangered species at this site.

Preparation of Construction Drawings

The drawings will be prepared in AutoCAD using an 11" X 17" drawing format. The plans will be developed in a plan view and detail format. The Engineer will submit two (2) sets of plans to the Town for review at 100% completion. The Town will review the plans and provide review comments to the Engineer. The Engineer will address Town comments.

Preparation of Specifications

A set of standard front-end contract documents will be developed in accordance with industry standards and will include contract forms and general conditions. Technical specifications will be added to address all construction items. In addition the Engineer will prepare and submit a construction cost estimate in conjunction with the project at the 100% design level.

Bidding, Question and Addenda

The Town will advertise the construction project and will distribute bidding documents. The Engineer will provide electronic PDF of the plans and specifications for distribution to the bidders. The Engineer will be available by phone to respond to questions and comments from the bidders, provide clarifications, and prepare technical responses to be included in addenda. The Engineer will distribute the addenda documents to the bidders by email.

2301 Lucien Way, Suite 300 • Maitland, FL 32751 • 407-647-6623 fax: 407-539-0575

Survey Services - no topographic surveying required
The Engineer will use previous plans and information to create the base mapping for this project and no topographical surveying will be performed.

THE TOWN OF LADY LAKE RESPONSIBILITIES AND ACTIVITIES

The Town of Lady Lake will provide the following information or will perform the following activities:

- Review of the Contract Documents at the 100% design levels and submittal of any review comments to the Engineer.
- Review and approve the redline as-builts prepared by the Contractor prior to submittal to the Engineer.
- No geotechnical surveys will be performed for this task. If needed, geotechnical bores and tests will be completed by the Town.
- Pay for all permit fees, if needed.

Schedule
The services described above, with the exception of post construction services, will be completed by December 30, 2013.

Fee
The fee for these services will be a lump sum total of **$1,200** based upon the above tasks and the terms and conditions of the CCNA contract between NSI and the Town of Lady Lake. Fees will be submitted monthly upon completion and in accordance with the lump sum method described in the Contract. Please let me know if additional information is required or if you have any questions.

Sincerely,
NEEL-SCHAFFER, INC.

Frank Watanabe, P.E.
Vero Beach Office Manager

You replied on 11/4/2013 6:36 PM.

Mike Burske

From: Frank Watanabe [frank.watanabe@neel-schaffer.com] **Sent:** Mon 11/4/2013 4:33 PM
To: Mike Burske
Cc:
Subject: RE: Guava Park Fence Design proposal and SRTS Ph2 Fee
Attachments:

Good of the fencing. Is FDOT ok with the fee?

-----Original Message-----
From: Mike Burske [mailto:mburske@ladylake.org]
Sent: Monday, November 04, 2013 4:28 PM
To: Frank Watanabe
Cc: Jeremy
Subject: RE: Guava Park Fence Design proposal and SRTS Ph2 Fee

We are cool. We will build this summer so we have time on our side. Will have you meet with the Little League for the design as it will help on what they need with Little League...Mike

---

From: Frank Watanabe [mailto:frank.watanabe@neel-schaffer.com]
Sent: Mon 11/4/2013 4:22 PM
To: Mike Burske
Subject: FW: Guava Park Fence Design proposal and SRTS Ph2 Fee

Mike,

Just checking to make sure you got these two items and all is ok.

Frank Watanabe

Neel-Schaffer, Inc.

(772) 770-4707

From: Frank Watanabe
Sent: Friday, October 25, 2013 12:25 PM
To: 'Mike Burske'
Subject: Guava Park Fence Design proposal and SRTS Ph2 Fee

Mike,

Here you go. Updated fence design proposal and fee schedule for SRTS Ph2 design services. Have a good weekend.

Frank Watanabe

Neel-Schaffer, Inc.

(772) 770-4707

Neel-Schaffer, Inc. Confidentiality Note:
Information contained in this message along with any attachment(s) may be confidential and protected by legal privilege. This message is meant solely for the use of the individual(s) to whom it is addressed. Viewing or the use of information and attachment(s) within this message without the expressed permission of Neel-Schaffer, Inc. is prohibited. If you are not the intended recipient of this message, Neel-Schaffer, Inc. requests you take immediate action to notify the sender of the error and that you delete this message and all attachments without modifying, copying or distributing its content.

K-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: March 3rd, 2014

SUBJECT: Consideration of Interlocal Agreement Between The Town of Lady Lake and The Lake-Sumter Metropolitan Planning Organization Relating to The Town of Lady Lake Pavement Management Program

DEPARTMENT: Public Works - Streets

STAFF RECOMMENDED MOTION: Approve the Interlocal Agreement between the Town of Lady Lake and the Lake-Sumter Metropolitan Organization relating to the Town of Lady Lake Pavement Management Program.

SUMMARY: The Lake-Sumter Metropolitan Organization (MPO) has procured an engineering consultant to assist its member localities with Pavement Management Programs. The Town's current PMP software and information is hosted in-house. By joining efforts with the MPO, the Town will be a part of a more regional pavement management and maintenance effort. Combining resources with others could lead to cost savings and larger regional projects, while saving Town funds in software licensing and database information update expenses. This is a budgeted item. The agreement has been reviewed and approved by our Town Attorney. The MPO Governing Board is scheduled to vote on this agreement on February, 26th 2014. An update of the agreements acceptance by the MPO will be provided by staff at the time of this agenda item's consideration.

FISCAL IMPACT: Est. $6,000.00

[ ] Capital Budget
[ ] Operating
[X] Other- 001-4102-541-34.10

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution
[X] Other – *Interlocal Agreement with the MPO*
[ ] Support Documents

DEPARTMENT HEAD	**Submitted**	**Date:** 2/20/2014
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT JKM	**Approved as to Budget Requirements**	**Date** 2/24/2014
TOWN MANAGER KR	**Approved Agenda Item for:** 3-3-2014	**Date** 2-24-2014

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

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

k.s.
JW

INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF LADY LAKE
AND
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
RELATING TO
THE TOWN OF LADY LAKE PAVEMENT MANAGEMENT PROGRAM

THIS AGREEMENT relating to the Town of Lady Lake Pavement Management Program is entered into between THE TOWN OF LADY LAKE, FLORIDA, a Florida Municipal Corporation ("TOWN"), and the LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION, ("MPO").

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement in 2003, and is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties and their municipalities; and

WHEREAS, a Pavement Management Program is the process by which a county or municipality oversees the maintenance and repair of its roadway network; and

WHEREAS, the TOWN supports a Pavement Management Program to provide safe driving conditions, to extend the life of TOWN-maintained roadways and to avoid costly or unnecessary repairs; and

WHEREAS, the TOWN conducts an evaluation and inventory of pavement and striping condition of all roadways maintained by the TOWN on a periodic basis to create and update a list of candidate roadway preservation and rehabilitation projects; and

WHEREAS, the TOWN prioritizes the candidate projects using criteria that address the urgency of the need for resurfacing or repair, and then applies its allocated budget for resurfacing or repair to the prioritized list of projects; and

WHEREAS, the TOWN recognizes that the need for pavement management is greater than can be met by available funds and therefore the prioritization process for funding must be fair and equitable; and

WHEREAS, the TOWN has asked the MPO to provide management services for use of an MPO consultant to provide continuing support services to the TOWN related to the implementation of the TOWN's 2014 Pavement Management Program; and

WHEREAS, at this time, the TOWN and the MPO desire to reduce their agreement to a writing as stated herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the TOWN and MPO hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein.

2. **Purpose.** The purpose of this Agreement is for MPO to assist with the provision of Continuing Support Services related to the TOWN'S 2014 Pavement Management Program and the use of the MicroPAVER software system to help plan and track the TOWN's pavement resurfacing and maintenance program, via a separate agreement with an MPO on-call engineering consultant.

3. **Cost of Services.** The TOWN agrees to pay all costs of the Pavement Management Program services to be provided to TOWN via the MPO's consultant, in an amount that shall not exceed Six Thousand Dollars and 00/100 Cents ($6,000.00), as generally outlined in **Exhibit "A"**. In addition, the parties agree that MPO shall be compensated for its management services at a cost of five percent (5%) for all tasks in an amount not to exceed Three Hundred Dollars and 00/100 Cents ($300.00).

4. **MPO Obligations.**

   A. The MPO shall serve as Program Manager for Continuing Support Services for the TOWN's Pavement Management Program. As Program Manager, the MPO shall review deliverables and invoices provided by the consultant for conformity to the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**

   B. The MPO shall ensure that all invoices reflect the percentage completion of the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** shall add the cost of its management services as provided in Section 3 of this Agreement, shall transmit invoices and deliverables, upon completion, to TOWN on a monthly basis, and shall receive and process all payments from the TOWN.

   C. The general MPO point of contact for this Agreement is:
   Pamela Richmond, AICP
   MPO Project Manager
   Lake~Sumter MPO
   1616 South 14th Street
   Leesburg, FL 34748
   352-315-0170
   prichmond@lakesumtermpo.com

5. **TOWN Obligations.**

   A. The TOWN shall provide the MPO with any additional data and information requested in order to facilitate the Pavement Management Program Continuing Support Services.

B. The TOWN shall promptly review the deliverables and invoices provided pursuant to the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** and shall provide direction to the MPO as needed.

C. In accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, the TOWN shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant pursuant to Section 3 of this Agreement and the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**

D. The general TOWN point of contact for this Agreement is:
C. T. Eagle, Sr.
Public Works Director
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159
cteagle@ladylakepw.org

6. Effective Date, Term and Termination.

A. This Agreement shall become effective upon the first day following execution by both parties. The initial term of the Agreement shall be for one year from the effective date. The parties shall have the option to extend the term of the Agreement for one (1) additional six (6) month period.

B. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party; however, upon termination of the Agreement pursuant to this section, the TOWN shall reimburse the MPO for all services rendered by the MPO and shall pay all costs incurred by the MPO's consultant prior to the MPO receiving notice of the termination.

C. Any termination notice under this section shall be sent to:

For the TOWN:

Public Works Director
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

For the MPO:

Executive Director
Lake~Sumter MPO
1616 South 14th Street
Leesburg, FL 34748

7. **Modification.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Scope of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: TOWN through its Town Commission signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2014, and MPO through its Chairman, authorized to execute the same by action of its Governing Board on the _____ day of _____, 2014.

TOWN

TOWN COMMISSION
LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

Attest:

_____
Kristen Kollgaard,
Town Clerk, Town of Lady Lake, Florida

Approved as to Form and Legality:

_____
Derek Schroth
Town of Lady Lake Attorney

MPO

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

_____
Sean Parks, Chairman

This _____ day of _____, 2014

Attest:

_____
Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

_____
Sanford A. Minkoff
MPO Attorney

Exhibit "A"
Consultant Scope, Schedule and Fee

Town of Lady Lake County
Pavement Management Program

PROJECT DESCRIPTION

Consultant will assist the Town of Lady Lake by providing continuing support services related to the use of the MicroPAVER software system to help plan and track the TOWN's Pavement Management Program.

SCOPE OF SERVICES

TASKS	ANTICIPATED NUMBER OF HOURS
TASK 1: Attend meetings to discuss specific tasks, review data results, prepare for public meetings, etc.	5
TASK 2: Provide general support related to the use of MicroPAVER for data collection, analysis, or reporting.	10
TASK 3: Assist the Town to analyze various funding scenarios and develop lists of candidate paving projects	17
TASK 4: Assist the Town to develop and present an updated 5 year pavement improvement plan.	6
TASK 5: Update the Town's MicroPaver database as needed to account for roadway segments recently maintained or rehabilitated.	8
TOTAL ESTIMATED HOURS (for one year)	**46**

Schedule

Consultant will begin work upon receipt of Notice to Proceed.

HOURLY RATES & TOTAL ESTIMATED FEE

Consultant's hours per task in the table shown below are an estimate for applicable staff classifications. The client will be billed on a Task basis in accordance with the above Scope of Services with a value of $5,740.00 plus applicable direct expenses. Direct expenses are estimated not to exceed $260.00 for a total contract value not to exceed $6,000.00.

Staff/Title	Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total/Staff
Project Manager	$145	5			6		$1,595
Project Engineer	$135		10				$1,350
GIS/Pavement Management Specialist	$115			17			$1,955
Data Specialist	$105					8	$840
						Total Fee Estimate	**$5,740**
Hours by Task		5	10	17	6	8	46
Estimated Direct Expenses							
Mileage							**$200**
Printing							**$60**
Total Contract Value							**$6,000**

K-9

TOWN COMMISSION AGENDA ITEM

REQUESTED COMISSION MEETING DATE: March 3, 2014

SUBJECT: **PRELIMINARY PLAT – HILLTOP SUBDIVISION**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of the Preliminary Plat of the Hilltop Subdivision.

SUMMARY:

Applicant Milton Jennings, President of Hilltop Manors, Inc., has submitted plans for Preliminary Plat Approval of a subdivision which proposes the construction of 94 single-family residential units on approximately 44.43 acres. The property is located on Griffin Avenue Approximately 5,650 feet East of the Intersection at County Road 25 (Alternate Key Numbers 1238277, 1770483, and 1238111). The Preliminary Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). Attached are the following items in the packet:

1. Preliminary Plat Plan Review completed by Public Works dated 12/6/2013 and 01/29/2014 (Satisfied).
2. Fire Review No. 3 for the Preliminary Plat completed by Kerry Barnett dated 01/31/2014 (Satisfied)
3. Review No. 3 for Preliminary Plat completed by Neel-Schaffer Engineering, dated 01/30/2014. (Satisfied)
4. Lake County Public Works Review completed by Ross Pluta dated 12/5/2013 (Satisfied).
5. Lake County School District-School Concurrency Review by Dawn McDonald dated 12/5/2013 (Satisfied).
6. Lake Sumter MPO Traffic Analysis review dated 12/4/2013 (Satisfied).
7. Lady Lake Building Official comments dated January 29, 2014 (Satisfied).

The property Future Land Use designation is Single Family Medium Density (SF-MD). The Zoning designation is Planned Unit Development (PUD) governed by the Memorandum of Agreement adopted under Ordinance 2013-02 establishing Residential Single Family up to 6 dwelling units per acre.

The Preliminary Plan meets the design requirements of the Town of Lady Lake Land Development Regulations, Chapter 8 – Subdivision and Plats, and adheres to the requirements of the Comprehensive Plan of the Town of Lady Lake. The preliminary plat plans, consisting of five (5) sheets, are drawn in 24"x36" pages and have been certified by Donald A. Griffey, Professional Engineer of Griffey Engineering for Jennings Construction Services Corporation.

Comments:

1) The Hilltop subdivision proposes not to connect to Town's Sewer, Water, and Reuse; therefore, Utility Plans will be submitted in the subsequent Improvement Plan application.

2) In accordance with the provisions of Chapter 8, Section 8-6).e).1, the applicant shall submit copies of all jurisdictional agency approved permits and/or Exemption Letters (when applicable), including:

   - Lake County Right-of-Way Utilization Permit
   - DEP Water Well Permits
   - St. John's River Water Management District ER Permit
   - Florida Fish & Wildlife Permit to relocate Gopher tortoises off-site
   - Drafts of protective covenants

3) The applicant will be required to submit the Covenants and Articles of Home Owner's Association for the subdivision.

4) In accordance with the provisions of Chapter 8, Section 8-5).f).1), the Hilltop Subdivision will be providing 6.9 percent for activity-based recreation areas (of the required 25 percent Open Space). Please see the breakdown for Active Recreation Area:

a.	Pool/Cabana	4,704 S.F.
b.	Dog Park/Tot-Lot	9,000 S.F.
c.	Exercise Path	26,407 S.F.

Note:

Preliminary Plat Approval does not permit the construction of any improvements. Improvement Plans have to be approved and all permits from other agencies with jurisdiction must be completed before a development order may be issued. Lastly, a final subdivision plat application must be approved by Town Commission before building permits can be submitted for individual homes.

<u>Past Action(s):</u>

The **Technical Review Committee (TRC)** reviewed this plat application at the regular

meeting on Tuesday, February 4, 2014. By a vote of 5-0 the committee recommended that this preliminary plat was complete and ready for transmittal to the Planning & Zoning Board.

On February 10, 2014, the **Planning & Zoning Board** reviewed the preliminary plat application at their regular meeting, recommending approval to forward to the Town Commission by a vote of 3-0.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[X] Other – Preliminary Plat

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

---

DEPARTMENT HEAD	**Submitted** 2/24/14	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 3/3/14	**Date** 2/24/14

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RECEIVED
AUG 22 2013
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

TOWN OF LADY LAKE
PRELIMINARY PLAT APPLICATION

Alternate Key Number 1238111/1770483/1238277

1. Owner's Name: Hilltop Manors, Inc.

   Mailing Address: 3930 RCA Blvd., Ste 3008, Palm Beach Gardens, FL 33410

   Telephone #: (561) 799-8002

   Email Address: michaelorem@gmail.com

2. Applicant's Name: Milton Jennings

   Mailing Address: 3930 RCA Blvd., Ste 3008, Palm Beach Gardens, FL 33410

   Telephone #: (561) 799-8002

   Email Address: _____

3. Applicant is: Owner ✓ Agent ___ Purchaser ___ Lessee ___ Optionee ___

4. Property Address/Location: Griffin Avenue, Approx 1 mile E of CR 25

5. Name of Subdivision for Preliminary Platting Hilltop

6. Area of Property: _____ Square feet 45.34 Acres

7. Utilities: Central Water ✓ Central Sewer ✓ Well ___ Septic Tank ___

8. Zoning of property: PUD

9. Proposed number of lots/parcels: 137

10. Proposed use of the property: Single Family Residential Subdivision

11. Have any land use applications been filed within the last year in connection with this property? ✓ Yes ___ No. If yes, briefly describe the nature of the request and date when this was done: PUD Modification, 2013

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Hilltop Manors, Inc. by M.S. Jennings - Pres , who being by me first duly sworn on oath, deposes and says:

(1) That Hilltop Manors, Inc. affirms and certifies that it 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 its 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 Hilltop Manors, Inc. desires approval for:
Preliminary Plat

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

M. S. Jennings

Hilltop Manors, Inc. by M.S. Jennings - President

The foregoing instrument was acknowledged before me this 16 day of AUG., 2013, by MILTON S. JENNINGS who is personally known to me or who has produced N/A as identification and who ~~did~~ (did not) take an oath.

Carolyn E. Eckroade

Notary Public

CAROLYN E. ECKROADE
Notary Public - State of Florida
My Comm. Expires Jun 18, 2014
Commission # DD 979558
Bonded Through National Notary Assn

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Milton S. Jennings, who being by me first duly sworn on oath, deposes and says:

(1) That Hilltop Manors Inc. is the fee-simple owner of the property legally described on page one of this application.

(2) That Hilltop Manors, Inc. desires approval for: Preliminary Plat

(3) That Hilltop Manors, Inc. has appointed M.S. Jennings - President to act as agent in its 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.

M. S. Jennings

Hilltop Manors, Inc. by M.S. Jennings - President

The foregoing instrument was acknowledged before me this 16 day of Aug., 2013, by MILTON S. JENNINGS, who is personally known to me or who has produced N/A as identification and who ~~did~~ (did not) take an oath.

Carolyn E. Eckroade

Notary Public

CAROLYN E. ECKROADE
Notary Public - State of Florida
My Comm. Expires Jun 18, 2014
Commission # DD 979558
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.

Applications shall include a legal description of the property, proof of ownership and authorization from the owner if represented by an agent or contract purchaser.

Application fee for Preliminary Plat $3,300.00

I certify that the statements in this application are true to the best of my knowledge.

M.S. Jennings

Signature of Applicant - Hilltop Manors, Inc. by M.S. Jennings President

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-FIVE (45) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: Aug. 22. 2013 Received By: T. Carroll

Fees Paid: $ 3,300 ✓

Property Record Card

General Information

Alternate Key:	1238277	**Parcel:**	09-18-24-000400002000
Owner Name:	HILLTOP MANORS INC	**Millage:**	00LL (Lady Lake) : 17.6629
Owner Address:	3930 RCA BLVD STE 3008 PALM BEACH GARDENS, FL 33410	**Property Location:**	LADY LAKE FL 32159
Legal Description:	N 1/4 OF SW 1/4 OF SE 1/4 | ORB 3028 PG 682 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	PASTURE IMPROVED GOOD (6200)	0	0		10	AC	$3,750.00	$12,750.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
897 / 11	10/1/1986	WD	Q	V	$42,000.00
1049 / 876	3/1/1990	CT	U	V	$9,400.00
1115 / 830	6/1/1991	PR	U	V	$0.00
2478 / 1549	12/18/2003	WD	U	V	$15,000.00
2478 / 1552	12/22/2003	WD	U	V	$15,000.00
2478 / 1555	12/18/2003	WD	U	V	$0.00
2751 / 2352	1/28/2005	WD	Q	V	$220,000.00
2751 / 2358	1/31/2005	WD	M	V	$1.00
3028 / 682	12/5/2005	WD	M	V	$1.00

Value

Total Just Value:		$12,750.00
Agricultural Classification:	-	$9,000.00
Assessed Value:	=	$3,750.00
Other Exemptions:	-	$0.00
Total Taxable Value:	=	$3,750.00
Millage Rate:	x	0.0176629
Base Ad-Valorem Tax:	=	$66.23
Non-Exempt School Levies:	+	$0.00
Estimated Ad-Valorem Tax:	=	$66.23

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The amounts shown may not include all exemptions. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Truth In Millage (TRIM) Notice

Property Record Card

General Information

Alternate Key:	1238111	**Parcel:**	09-18-24-000400002200
Owner Name:	HILLTOP MANORS INC	**Millage:**	00LL (Lady Lake) : 17.6629
Owner Address:	3930 RCA BLVD STE 3008 PALM BEACH GARDENS, FL 33410	**Property Location:**	LADY LAKE FL 32159
Legal Description:	W 3/4 OF N 1/2 OF NW 1/4 OF SE 1/4, N 10 FT OF W 3/4 OF S | 1/2 OF NW 1/4 OF SE 1/4 | ORB 3028 PG 682 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	PASTURE IMPROVED GOOD (6200)	0	0		15	AC	$5,625.00	$19,125.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
947 / 2419	11/1/1987	WD	M	V	$1.00
2460 / 576	11/14/2003	TR	Q	V	$120,000.00
2751 / 2357	1/31/2005	WD	Q	V	$325,900.00
2751 / 2358	1/31/2005	WD	M	V	$1.00
3028 / 682	12/5/2005	WD	M	V	$1.00

Value

Total Just Value:		$19,125.00
Agricultural Classification:	-	$13,500.00
Assessed Value:	=	$5,625.00
Other Exemptions:	-	$0.00
Total Taxable Value:	=	$5,625.00
Millage Rate: ?	x	0.0176629
Base Ad-Valorem Tax:	=	$99.37
Non-Exempt School Levies:	+	$0.00
Estimated Ad-Valorem Tax:	=	$99.37

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The amounts shown may not include all exemptions. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Truth In Millage (TRIM) Notice

- Notice of Proposed Property Taxes & Proposed or Adopted Non-Ad Valorem Assessments

Property Record Card

General Information

Alternate Key:	1770483	**Parcel:**	09-18-24-000400002100
Owner Name:	HILLTOP MANORS INC	**Millage:**	00LL (Lady Lake) : 17.6629
Owner Address:	3930 RCA BLVD STE 3008 PALM BEACH GARDENS, FL 33410	**Property Location:**	LADY LAKE FL 32159
Legal Description:	W 3/4 OF S 1/2 OF NW 1/4 OF SE 1/4--LESS N 10 FT--, E 1/4 OF| NW 1/4 OF SE 1/4--LESS FROM NW COR OF SE 1/4 RUN N 89DEG | 01MIN 17SEC E 993.88 FT, S 00DEG 29MIN 38SEC E 25 FT TO S | R/W LINE OF GRIFFIN AVE & POB, RUN N 89DEG 01MIN 17SEC E | ALONG SAID S R/W LINE 331.28 FT TO E LINE OF NW 1/4 OF SE | 1/4, S 00DEG 27MIN 39SEC E 648.22 FT, S 88DEG 54MIN 56SEC W | 330.91 FT, N 00DEG 29MIN 38SEC W 648.83 FT TO POB-- | ORB 3028 PG 682 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	PASTURE IMPROVED GOOD (6200)	0	0		19.65	AC	$7,369.00	$25,054.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
676 / 1430	1/1/1979	MI	Q	V	$112,500.00
902 / 1630	9/1/1986	WD	U	V	$1.00
902 / 1631	9/1/1986	WD	U	V	$1.00
902 / 1634	12/1/1986	WD	Q	V	$95,000.00
1070 / 869	8/1/1990	CT	U	V	$0.00
2459 / 43	10/30/2003	WD	Q	V	$135,000.00
2751 / 2354	1/31/2005	WD	Q	V	$437,400.00
2751 / 2358	1/31/2005	WD	M	V	$1,200,000.00
3028 / 682	12/5/2005	WD	M	V	$1,995,000.00

Value

Total Just Value:		$25,054.00
Agricultural Classification:	-	$17,685.00
Assessed Value:	=	$7,369.00
Other Exemptions:	-	$0.00
Total Taxable Value:	=	$7,369.00

GRIFFEY ENGINEERING, INC.

December 13, 2013

Thad Carroll, Director
Department of Growth Management
Town of Lady Lake
409 Fennel Boulevard
Lady Lake, FL 32159

Re: Hilltop – Preliminary Plat Review Comments
(GEI Proj. #: 10037SPN)

Dear Mr. Carroll:

This documentation is being submitted in response to the Town of Lady Lake's Plan Review Comments dated September 2013.

The following are the responses to the Town's comments:

Growth Management:

1. Utility Plans not provided.

   RESPONSE: Comment has been noted. Per the submittal requirements of the Town's LDRs, utility plans will be included in the Improvement Plan.

2. Will the project be completed in phases? If so, please establish the phases proposed.

   RESPONSE: The project will be completed in a single phase. A notation has been made on sheet 2.

3. Maximum Building Height.

   RESPONSE: The maximum building height shall be 35'. A notation has been made on sheet 2.

4. Width of all proposed streets.

   RESPONSE: The width of proposed streets has been included on sheets 2 and 3.

5. Development Notes for each lot (landscaping requirements (number of canopy trees required per each lot in accordance with Chapter 10- Landscape and Tree Protection), maximum impervious surface ratio, etc.).

   RESPONSE: Lot canopy tree and maximum impervious surface ration requirements have been noted on sheet 2.

6. Notes on the plans regarding Utility and Drainage Easements (10 feet in combination) in accordance to Chapter 8, Sec 8-5.d, along front yards, side yards, or rear yards).

   RESPONSE: Utility and drainage easement notation has been included on sheets 2 and 4.

7. Sidewalk Requirement along Griffin Avenue. Please see Lake County Public Works 40' right-of-way dedication requirement.

   RESPONSE: Griffin Avenue sidewalk has been included on sheet 4.

8. Page 2-Site Data missing information as follows: Breakdown of Lengths of Roadways in L.F. per each road as required by LDRs.

   RESPONSE: The breakdown of roadway length (per road) has been included on sheet 2.

9. Subdivision Entrance/Monument Sign Detail.

   RESPONSE: Comment has been noted. Entrance/monument sign details, if proposed, will be included with the Improvement Plan.

<u>Kerry Barnett Fire Safety Consulting:</u>

1. Per NFPA 1, Chapter 18.4.5.1 the minimum fire flow shall be 1000 gpm's at 20 psi for a duration of 1 hour. The flow shall be based on full development of the subdivision. If the buildings are greater than 5000 sq ft, then Table 18.4.5.1.2 shall be reviewed to determine fire flow.

   RESPONSE: Comment has been noted and will be incorporated into the utility design for the Improvement Plan.

2. Hydrant spacing shall be in accordance to Annex I of NFPA 1 (500 feet). A hydrant should be installed just inside the entrance and then at 500' intervals. NFPA 101: 4.6.1.

   RESPONSE: Comment has been noted and will be incorporated into the utility design for the Improvement Plan.

3. Excluding flow requirements and hydrant spacing, refer to Lady Lake LDC, 14.9 for water distribution and hydrant requirements.

   RESPONSE: Comment has been noted and will be incorporated into the utility design for the Improvement Plan.

4. Hydrants to be installed shall be properly color coded based on the flow, shall be unobstructed, and proper signage and road markings shall be in place. NFPA 1: Chapter 18. Refer to NFPA 1 Handbook for signage and pavement markings.

RESPONSE: Comment has been noted and will be incorporated into the utility design for the Improvement Plan.

5. Separate plans shall be submitted for all underground fire protection which will include water mains with fire hydrants to obtain a permit for install. Plans shall include all details, cut sheets and any calculations (if necessary).

   RESPONSE: There will not be a separate fire protection system. Fire protection will be provided by the potable water distribution system. Detailed plans and specifications will be provided with the Improvement Plan.

Neel-Schaffer, Inc.:

1. Sheet 4 – need to identify the roadway widths for all streets since Hillcrest Drive and Community Loop appears to have different widths.

   RESPONSE: The width of proposed streets has been included on sheets 2 and 3.

2. Sheet 4 - need to show any storm water easements to the corner retention ponds.

   RESPONSE: Storm water easements have been delineated on sheet 4.

3. Sheet 5 – need to identify any areas for storm water easements and show the width of these easements.

   RESPONSE: Storm water easements have been delineated on sheet 4.

4. Drainage assessment within the ecological report.

   RESPONSE: A detailed stormwater management design report will be included with the Improvement Plan submittal.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Donald A. Griffey, P.E.

cc. Michael Orem, Jennings Construction Services Corp.

GRIFFEY ENGINEERING, INC.

July 22, 2013

Olga Marcondes, Transportation Planner
Lake-Sumter MPO
1616 South 14th Street
Leesburg, Florida 34748

Re: Hilltop PUD
Traffic Impact Study: Methodology

Dear Olga:

Griffey Engineering has been retained to perform a Traffic Impact Study for a proposed residential subdivision. It is to be located on the south side of Griffin Avenue approximately one mile east of CR 25, in the Town of Lady Lake. The existing land use is pasture. The purpose of the study is to demonstrate the overall impact of the development on the CMS corridors and nearby intersections.

The traffic impact study will follow standard procedures as recommended in the FDOT Site Impact Handbook and the Lake-Sumter MPO Traffic Impact Study Methodology Guidelines. This includes the following: Existing Conditions Analysis; Trip Generation; Trip Distribution Assignment; Future Conditions Analysis; Concurrency Evaluation; and Mitigation Analysis.

Primary access to the project will be from Griffin Avenue. The following table lists the intersections proposed for evaluation of current and future conditions.

Intersection		Signalized	Turn Lanes
Major Road	Minor Road		
US 27/US441	Griffin Ave	Yes	Yes
CR 25	Griffin Ave	Yes	Yes
US 27/US441	CR 25	Yes	Yes

The analysis will include PM Peak Hour intersection analysis of the intersections for the existing and proposed conditions. Turning movement counts shall not be more than one year old.

The proposed road segments to be studied are those identified in the Study Area Report received from LSMPO. The following table lists those segments. The analysis period will be a PM Peak Hour/Peak directional evaluation.

406 N. CENTER ST. • EUSTIS, FLORIDA 32726 • (352) 357-3528 • (352) 357-3219 FAX

Seg. ID	Roadway	Segment	
		From	To
40	ARLINGTON AVENUE	W LADY LAKE BOULEVARD	SOUTH TERMINI
210	C.R. 25	MARION COUNTY LINE	GRIFFIN AVENUE
220	C.R. 25	GRIFFIN AVENUE	US 27 / US 441
1020	C.R. 466	SUMTER COUNTY LINE ROAD	ROLLING ACRES ROAD
1030	C.R. 466	ROLLING ACRES ROAD	US 27
1040	C.R. 466 / LAKE GRIFFIN ROAD	US 27/ US 441	GRAYS AIRPORT ROAD
1050	C.R. 466 / LAKE GRIFFIN ROAD	GRAYS AIRPORT ROAD	MARION COUNTY ROAD
1100	C.R. 466B	EAGLE NEST ROAD	CR 466A
1780	EAGLES NEST ROAD	US 27	CR 466B
1930	GRAYS AIRPORT ROAD	MARION COUNTY ROAD	CR 466
1940	GRAYS AIRPORT ROAD	CR 466	GRIFFIN VIEW DRIVE
1950	S GRAYS AIRPORT ROAD	GRIFFIN VIEW DRIVE	EAGLES NEST ROAD
1960	S GRAYS AIRPORT ROAD	EAGLES NEST ROAD	US 27 / US 412
1970	GRIFFIN AVENUE	US 27 / US 411	CR 25
1980	GRIFFIN AVENUE	CR 25	UNCLE DONALDS LANE
1990	GRIFFIN AVENUE	UNCLE DONALDS LANE	GRAYS AIRPORT ROAD
2010	GRIFFIN VIEW DRIVE	US 27	GRAYS AIRPORT ROAD
2020	GRIFFIN VIEW DRIVE	GRAYS AIRPORT ROAD	SULEN ROAD
2210	W LADY LAKE BOULEVARD	WEST TERMINI	US 27/US441
2220	E LADY LAKE BOULEVARD	US 27/US441	BERCHFIELD ROAD
2250	LAKE ELLA ROAD	SUMTER COUNTY LINE	ROLLING ACRES ROAD
2255	LAKE ELLA ROAD	ROLLING ACRES ROAD	US 27
2540	MARION COUNTY ROAD	CR 25	GRAYS AIRPORT ROAD
2550	MARION COUNTY ROAD	GRAYS AIRPORT ROAD	LAKE GRIFFIN ROAD
2570	McLENDON STREET	CLAY AVENUE	US 27/US441
2580	MICRO RACETRACK ROAD	LAKE ELLA ROAD	CR 466A
2750	ROLLING ACRES ROAD	US 27 / US 441	OAK STREET
2760	ROLLING ACRES ROAD	OAK STREET	CR 466
2770	ROLLING ACRES ROAD	CR 466	LAKE ELLA ROAD
2810	SHAY BOULEVARD	TARRSON BOULEVARD	GRIFFIN AVENUE
3670	US 27/US441	SUMTER COUNTY LINE	GRIFFIN AVENUE
3680	US 27/US441	GRIFFIN AVENUE	ALT US 441 / ALT US 27
3690	US 27/US441	ALT US 441 / ALT US 27	CR 466
3700	US 27/US441	CR 466	LAKE ELLA ROAD
3710	US 27/US441	LAKE ELLA ROAD	CR 466A / MILLER BOULEVARD

Trip generation rates will be based upon the ITE Trip Generation Manual, 9th Edition. The proposed land use is Single-Family Detached Housing (ITE LUC 210).

The Peak Hour volume for the project is anticipated to exceed 101 trips, therefore trip distribution will be developed utilizing the currently adopted Central Florida Regional Planning Model (CFRPM).

If these road segments and intersections are satisfactory and this methodology accepted, please let us know so that we can proceed with the traffic data collection. Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Donald A. Griffey, P.E.

cc. Thad Carroll, Growth Management Director, Town of Lady Lake
Michael Orem, General Manager, Jennings Construction Services, Corp.

Please think before you print.

From: Marcondes, Olga [mailto:omarcondes@lakecountyfl.gov]
Sent: Wednesday, December 04, 2013 12:29 PM
To: Wendy Then
Cc: Franco, Francis
Subject: RE: Hilltop Manor Sudvision - Traffic Impact Study Review

Good Afternoon Wendy;

You do not need to revise the study since the density has decreased. I will used the same trip distribution with the updated trip generation for when the project is approved.

Regards,

Olga V. Marcondes
Transportation Planner

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

www.LakeSumterMPO.com

"Promoting Regional Transportation Partnerships."

Go Green: Please do not print this e-mail unless you really need to.

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Wednesday, December 04, 2013 11:01 AM
To: Marcondes, Olga
Subject: RE: Hilltop Manor Sudvision - Traffic Impact Study Review

Good Morning Olga,

Please find enclosed revised plans for the Hilltop Preliminary Plat. The project has been modified from 137 Single Family Residence units to 94 Single Family Residence units, since they will be installing individual septic tanks for sewer and water will be provided by on-site wells. I don't know if your report needs to be modified to reflect the change. Let me know at your convenience.

Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Note: Beginning October 7, 2013, our office hours will be Monday - Thursday 7:30 am - 6:00 pm

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Please think before you print.

From: Marcondes, Olga [mailto:omarcondes@lakesumtermpo.com]
Sent: Friday, September 20, 2013 4:20 PM
To: Thad Carroll
Cc: Franco, Francis; Wendy Then
Subject: Hilltop Manor Sudvision - Traffic Impact Study Review

Good Afternoon Thad;

The MPO has reviewed the traffic impact study submitted by Griffey Engineering, Inc. dated August 2013 in support of the Hilltop Manors PUD and offer the following comments:

1. The project is located on the south side of Griffin Avenue, west of Grays Airport Rd, in the Town of Lady Lake. Accesses to the proposed development is along Griffin Avenue. A methodology letter was reviewed by the MPO on 7/23/30. Build out of the project is projected to be completed by 2016 and consists of 137 single-family homes.

2. Trip Generation was determined using the ITE Trip Generation, 9th Edition. The site is estimated to generate ,304 daily trips, with 137 pm peak hour trips (86 entering and 51 exiting).

3. Trips distribution, which was estimated using the Central Florida Regional Planning Model (CFRPM) Version 5.1, was reviewed and found to be reasonable.

4. The segment analysis was reviewed for accuracy. The service volumes and E+C trips matched the information in the TMS Report posted May 14, 2013. Available capacity on each roadway segment was verified with the exception of Rolling Acres Rd (from US 27/US 441 to CR 466) which is currently operating overcapacity. Project impacts on US 27/SR 25 were up to 1.17%, Griffin Avenue were up to 13.29%, CR 466 were up to 3.18%. Project impacts on Rolling Acres Rd were up to 1.05%, a small impact to a roadway that is already operating at 1.53 V/C ratio. **I have enclosed a copy of the Capacity Analysis for your files.**

5. Turning movement counts (TMC) datasheets were reviewed for reasonableness. No significant errors were found and therefore it is concluded that the intersection analyses provide accurate projections and should operate within the adopted LOS.

If you have questions regarding my comments, please do not hesitate to contact me. **Please let us know if or when this project is approved so we can record it and update the TMS database.**

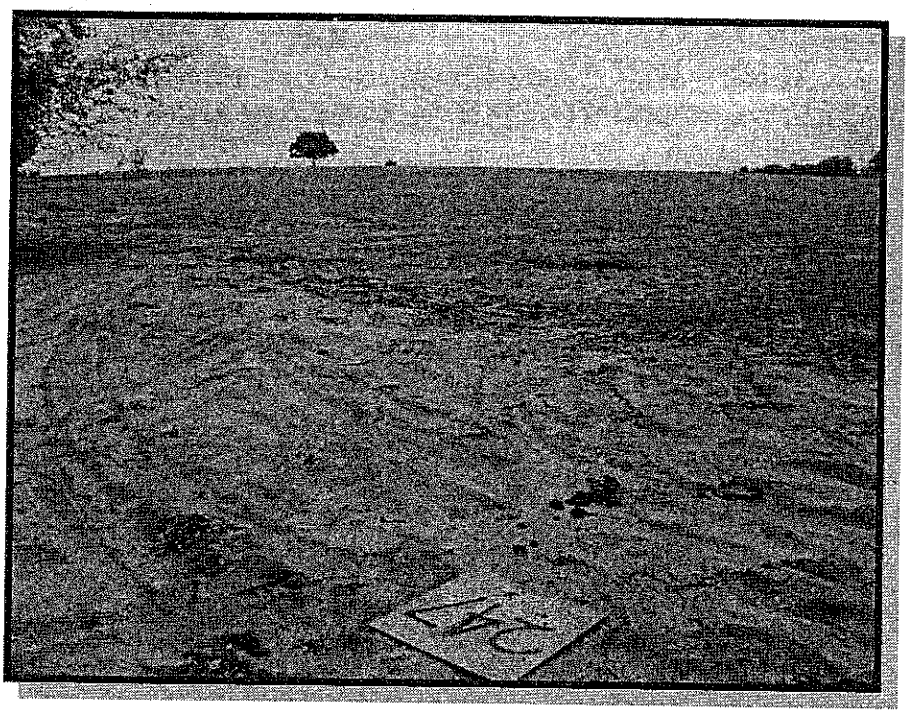
Regards,

Olga V. Marcondes
Transportation Planner

LAKE~SUMTER MPO
1616 South 14th Street

Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

Sand Skink and Bluetail Mole Skink Coverboard Survey Report for 44-Acre Parcel - Alternate Key No.'s 1238111, 1770483 and 1238277, Lake County, Florida



Prepared For:

U.S. Fish & Wildlife Service
North Florida Ecological Services Office
7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517

and

Jennings Construction Services Corporation
3930 RCA Boulevard
Suite 3008
Palm Beach Gardens, Florida 33410

May 2013
Project No. 13-10-0404B

IV. RESULTS

The coverboard surveys were conducted on April 10, 2013, April 19, 2013, April 26, 2013 and May 1, 2013. No evidence for the presence of sand skinks or bluetail mole skinks was observed during the surveys and therefore are presumed absent on the property.

During the first coverboard survey on April 10, 2013, no sand skink tracks were observed. AAI observed fire ants, crickets, beetles, spiders and a six-line racerunner under various boards throughout the property.

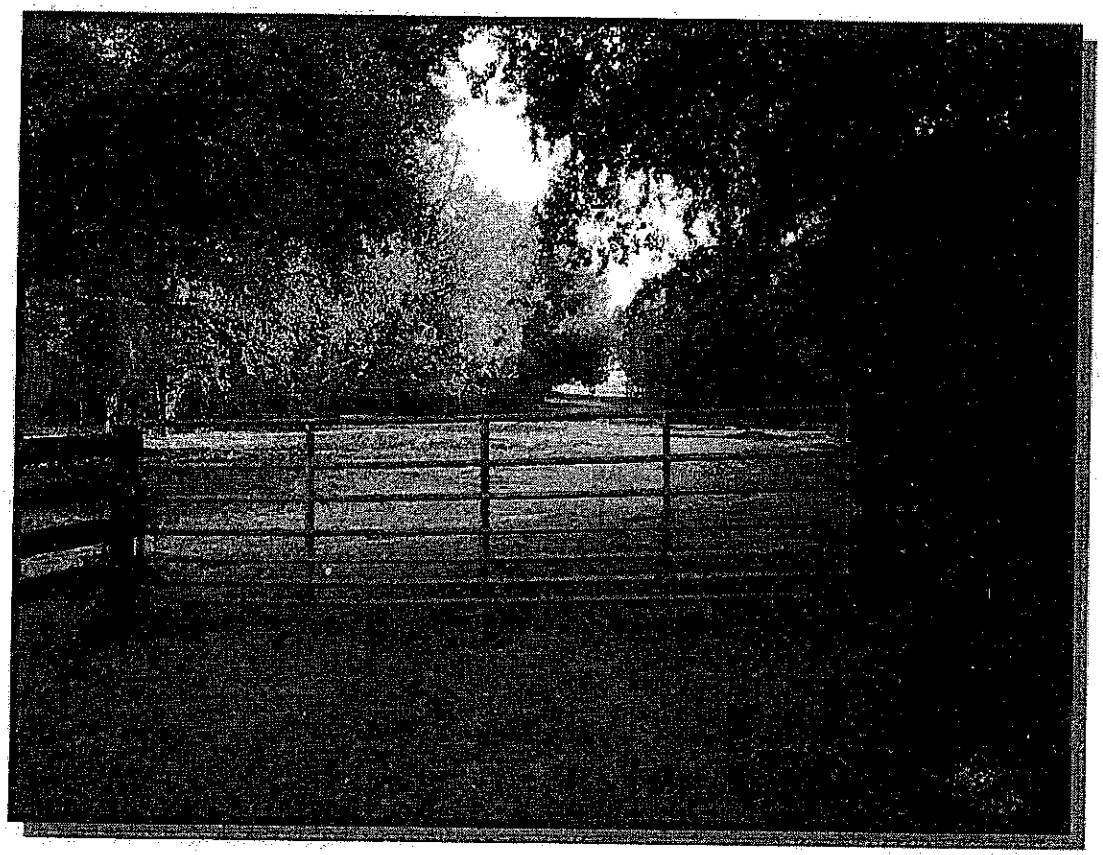
During the second coverboard survey on April 19, 2013, no sand skink tracks were observed. AAI observed fire ants, crickets, beetles, grasshoppers, spiders and six-line racerunners under various boards throughout the property.

During the third coverboard survey on April 26, 2013, no sand skink tracks were observed. AAI observed grubs, millipedes, fire ants, crickets, beetles, and six-line racerunners under various boards throughout the property. One Peninsula mole skink (*Plestiodon egregius onocrepis*) was observed and photographed under coverboard #454 on the north-central portion of the property.

During the fourth and final coverboard survey on May 1, 2013, no sand skink tracks were observed. AAI observed grubs, millipedes, fire ants, centipedes, crickets, beetles, six-line racerunners and one eastern fence lizard under various boards throughout the property. One Peninsula mole skink was observed and photographed again under coverboard #454 on the north-central portion of the property. The data sheets (**Tables 1-4**) for the four weekly coverboard surveys are included in **Appendix A**.

Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

Ecological Assessment Report for 44-Acre Parcel Alternate Key No.'s 1238111, 1770483 and 1238277 Lake County, Florida



Prepared For:

Jennings Construction Services Corporation
3930 RCA Boulevard
Suite 3008
Palm Beach Gardens, Florida 33410

February 2013

Project No. 13-10-0404

V. SUMMARY

On January 29, 2013, Ardaman & Associates, Inc. conducted an Ecological Assessment of the property identified as Lake County Alternate Key No.'s 1238111, 1770483 and 1238277. The property consists of approximately 43.92 acres of wooded and agricultural lands located along the southern side of Griffin Road (County Road 25) in Lady Lake, Lake County, Florida.

A review of historical aerial photography was conducted ranging from 1940 to the present date showing the property to consist of a combination of citrus uses and wooded, undeveloped uses in 1940. Between 1940 and the early to mid-1990's, the property consisted entirely of citrus uses. The 1994 aerial photograph showed citrus uses on the northern portion of the property with the southern portion consisting of cleared areas, remnant citrus crops and low vegetation. The 1999 through 2012 historical aerial photographs showed the property to have been generally consistent with that of its present day usage.

Two vegetative communities were observed on the property including Other Open Lands community (FLUCFCS 260) and Upland Hardwood Forests community (FLUCFCS 420). The Other Open Lands community comprises the southern portion of the property and consisted of open, recently disked/plowed sandy areas, small pockets of grasses and shrubs, and sparsely scattered trees. The Other Open Lands community comprises approximately 28.50 acres of the project area. The Upland Hardwood Forests community comprises the northern wooded portion of the property. The Upland Hardwood Forests community comprises approximately 15.42 acres of the project area. No listed plant species or exotic vegetation was observed on the property during the field reconnaissance. In accordance with current federal, state, and local wetland jurisdictional methodologies, no jurisdictional wetlands were located on the property.

Literature, database reviews and field reconnaissance by AAI suggested that appropriate habitat may be present for six (6) listed species, including the sand skink, gopher tortoise, bald eagle, Florida burrowing owl, southeastern American kestrel and Sherman's fox squirrel. AAI's recent field reconnaissance determined that the bald eagle, Florida burrowing owl, southeastern American kestrel and Sherman's fox squirrel do not currently occupy the property and further agency coordination and permitting is not anticipated. AAI's recent field reconnaissance determined that gopher tortoises are present on the property and that appropriate habitat exists on the property for sand skinks.

Suitable habitat for the gopher tortoise is present within the property boundaries and gopher tortoises and gopher tortoise burrows were observed by AAI during the recent field reconnaissance. Gopher tortoises must be relocated or avoided before any land clearing or development can occur, and the property owner must obtain a relocation permit from the FWC before they can move them. Current options to address the presence of gopher tortoise include avoiding development altogether, avoiding destruction of tortoise burrows and any impacts within 25 feet of the burrows, preserving additional habitat on-site, and relocate all gopher tortoises to this area (a permit is required), or relocating tortoises off-site to protected recipient sites (a permit is required). Based on the proposed future uses of the property, a gopher tortoise survey and an off-site relocation permit (Conservation permit) would need to be sought prior to any development. It is recommended that submittal of application forms for gopher tortoise permits be conducted at least 90-120 days prior to the time needed.

The subject property was determined by AAI to be located within the skink distribution area as it meets the three factors defined by USFWS: location, elevation and soil type. Since the presence of sand skinks is not assumed on the property, then sand skink surveys will be

required. Per USFWS protocol, a two-tiered approach is used to survey for presence of skinks. Initially, a visual pedestrian survey to detect sand skink tracks should be conducted. This visual pedestrian survey can be performed at any time of the year, but the spring (March through May) and fall (October through November) is recommended since the tracks are most detectable during this time. No sand skink tracks were observed during AAI's field reconnaissance on January 29, 2013. However, this is not the optimal time of year to observe sand skink tracks and a pedestrian sand skink survey was not included in this scope of services.

If the pedestrian survey is negative on some or all portions of the property, then a coverboard survey, with boards regularly dispersed across suitable soils, is necessary on those portions with negative pedestrian survey results. The coverboard survey must be conducted between March 1st and May 15th. It is strongly recommended that prior to initiating the coverboard surveys, a USFWS biologist be contacted to obtain guidance on placement of the boards across the landscape, confirm survey dates, and determine if a site visit is needed to verify sampling protocol.

TOWN OF LADY LAKE
APPLICATION FOR CONCURRENCY DETERMINATION

1. Purpose for Concurrency Determination: (check one)

   ____Comprehensive Plan Land Use Amendment
   _✓_Preliminary/Final Subdivision Approval
   ____Rezoning
   ____Site Plan Approval
   ____Other

2. Applicant: Milton Jennings
   Address: 3930 RCA Blvd., Ste 3008, Palm Beach Gardens, FL 33410
   Telephone: (561) 799-8002 E-Mail: michaelorem@gmail.com

3. Owner: Hilltop Manors, Inc.
   Address: 3930 RCA Blvd., Ste 3008, Palm Beach Gardens, FL 33410
   Telephone: (561) 799-8002 E-Mail: michaelorem@gmail.com

4. Property Address: Griffin Avenue, Approx 1 mile E of CR 25

5. Alt. Key #: 1238111, 1770483, 1238277 6. Total Acreage: 45.34

7. Existing Zoning: PUD 8. Proposed Zoning: PUD

9. Existing Land Use: Single Family Med. Density 10. Proposed Land Use: Single Family Med. Density

11. Residential Lots/Units: 94 12. Non-Resident, Gross Sq. Ft.: 0

13. Method of Wastewater Treatment:
    a. Septic Tank: ✓ b. Central Sewer: ____ c. Other: ____
    County Permit: ____ County #: ____

14. Wastewater Flow Rates:* (no Town Utilities)
    ERU Determination Per Chapter 14, Appendix A-A: 94 ERUS x 250 = ~~23,500~~ GPD

15. Water Usage:*
    ERU Determination Per Chapter 14, Appendix A-A: ~~94~~ ERUS x 250 = ~~23,500~~ GPD

16. Solid Waste: (3.39 pounds per capita, per day): 592 Pounds

17. Traffic Analysis: Name and Functional Classification of roadways adjacent to the property, the Average Daily Trip Generation and Average Daily Peak Hour Generation expected from this development (please refer to the Lake-Sumter MPO Traffic Analysis Guideline):
    Traffic Study Submitted.

18. Population (residential only) 1.86 persons per household: 175 Persons

19. Recreation (residential only) 4 acres per 1,000 residents: 0.7 Acres

Signature of Engineer: ____ Date: 12-6-13

* If circumstances apply where additional Water or Wastewater Capacity beyond minimum ERU based GPD is requested, please provide a justification letter with supporting calculations and documentation. At no time will the Town reduce Water or Wastewater Capacity request below the minimum ERU based GPD.

Wendy Then

From: C.T. Eagle [cteagle@LadyLakePW.org]
Sent: Wednesday, January 29, 2014 9:35 AM
To: Wendy Then; Thad Carroll
Cc: Butch Goodman
Subject: RE: Hilltop Preliminary Plat Plans-Revised

I don't believe we have any additional comments since this is just a preliminary plat. Thanks,

C. T. Eagle, Sr
Town of Lady Lake
Public Works Director
136 Skyline Dr.
Lady Lake, Fl 32159

Phone: 352-751-1526
Fax: 352-751-1595

cteagle@ladylakepw.org

ATTENTION: The new operating hours for the Public Works Department are Monday- Thursday, 7:00AM - 6:00PM. Offices will be closed on Friday's.

Please note: Under Florida law (Fla.Stat. 668.6076 - effect. 07-01-06), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Tuesday, January 28, 2014 8:45 AM
To: C.T. Eagle; Butch Goodman; MJones@usanova.com; Kerry or Lisa Barnett
Subject: Hilltop Preliminary Plat Plans-Revised

Good Morning,

Please see attached response letter and revised plans for the Hilltop Preliminary Subdivision Plat for a final review. It appears that the applicant has addressed all comments at the Preliminary Plat stage, so Town Staff would like to bring this application to the 02/04/2014 TRC Meeting. Would it be possible to have comments back by Thursday (if any)?

The files are too big to attach so the applicant posted them to their ftp site where you can download them:

Go to: www.griffeyengineering.com
Click on: FTP Login
Username: hilltop
Password: hilltop1

Let me know if anything else is needed and/or if you would like a hard copy plans to conduct your review. Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

Wendy Then

From: Butch Goodman [bgoodman@LadyLakePW.org]
Sent: Friday, December 06, 2013 12:40 PM
To: Wendy Then
Cc: Robert Barnes; C.T. Eagle
Subject: FW: Hilltop Subdivision Comments
Attachments: 20131206_133738.pdf

There are no comments needed for the Hilltop Preliminary Subdivision Plat Submittal as they will not be connecting to the Towns Utilities Water,Sewer,Reuse at this time.

See att:

Thank you

Thomas '' Butch'' Goodman
Town of Lady Lake
Utilities Supervisor
136 Skyline Dr.
Lady Lake, Fl 32159
Phone: 352-751-1513
Fax: 352-751-1594
bgoodman@ladylakepw.org

ATTENTION: The new operating hours for the Public Works Department as of October 7th, 2013 will be Monday- Thursday, 7:00AM - 6:00PM. Offices will be closed on Friday's.
Please note: Under Florida law (Fla.Stat. 668.6076 - effect. 07-01-06), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----
From: psmith@ladylakepw.org [mailto:psmith@ladylakepw.org]
Sent: Friday, December 06, 2013 1:38 PM
To: Butch Goodman
Subject: Hilltop Subdivision

Reply to: Public Works <psmith@ladylakepw.org> Device Name: Town Of Lady Lake Device Model: MX-2600N
Location: Public Works

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
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http://www.adobe.com/

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Kerry Barnett Fire Safety Consulting

43951 CR 54E, Kathleen, FL 33849

Fire Safety Inspector
Kerry Barnett

Cell (813) 778-4981
E-mail: k-l5122@peoplepc.com

Plan Review #: 13-069B
Project: Site Plan (Hilltop Manors
Location: Lady Lake
Address of Job: Griffin Ave. (1 mi east of CR 25)
Pages: 5

Review For: Hilltop Manors
Contact: Milton Jennings
Telephone: 561-799-8002

January 31, 2014

I have received and reviewed the revised site plans and comment letter for the construction of a 137 home single family subdivision with a designated use as a residential occupancy for compliance with the Florida Fire Prevention Code, Lady Lake Land Development Code and any other applicable codes, standards, rules, and statutes. Comments pertaining to the review are noted below in bold. At this time, the plan is approved and is allowed to move forward from this stage. Should the engineer feel comments are not enforceable, he or she shall contact this authority to resolve before approval of permit is allowed.

1. Per NFPA 1, Chapter 18.4.5.1 the minimum fire flow shall be 1000 gpm's at 20 psi for a duration of 1 hour. The flow shall be based on full development of the subdivision. If the buildings are greater than 5000 sq ft, then Table 18.4.5.1.2 shall be reviewed to determine fire flow. **Engineer acknowledge and this will be incorporated into the utility design for the Improvement Plan. Comment satisfied.**
2. Hydrant spacing shall be in accordance to Annex I of NFPA 1 (500 feet). A hydrant should be installed just inside the entrance and then at 500' intervals. NFPA 101: 4.6.1 . **Engineer acknowledge and this will be incorporated into the utility design for the Improvement Plan. Comment satisfied.**
3. Excluding flow requirements and hydrant spacing, refer to Lady Lake LDC, 14.9 for water distribution and hydrant requirements. . **Engineer acknowledge and this will be incorporated into the utility design for the Improvement Plan. Comment satisfied.**
4. Hydrants to be installed shall be properly color coded based on the flow, shall be unobstructed, and proper signage and road markings shall be in place. NFPA 1: Chapter 18. Refer to NFPA 1 Handbook for signage and pavement markings. . **Engineer acknowledge and this will be incorporated into the utility design for the Improvement Plan. Comment satisfied.**
5. Separate plans shall be submitted for all underground fire protection which will include water mains with fire hydrants to obtain a permit for install. Plans shall include all details, cut sheets and any calculations (if necessary). **Engineer advised this will not be required and that this will be completed off a potable distribution system. This will be part of the site development. Comment satisfied.**

Kerry Barnett/ldb

KERRY BARNETT, Fire Safety Inspector & Plans Examiner

***Please be advised this review of plans submitted is a cursory review to assist the contractor in compliance with applicable fire safety codes. This review is not intended to be a final approval of the submitted plans. It is the contractor's sole responsibility to ensure that the plans are in complete compliance with all applicable NFPA codes State Statutes and local ordinances. In the event that further examination or site inspection reveals areas of non-compliance, it shall be the contractor's sole responsibility, at their sole expense to bring those areas in compliance. Kerry Barnett Fire Safety Consulting assumes no responsibility for the contractor's failure to be in compliance with all applicable NFPA codes, State Statutes and local ordinances.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

January 30, 2014

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

REFERENCE: Preliminary Plat of Hilltop Manor

Dear Ms. Then,

Neel-Schaffer, Inc. (NSI) has reviewed the Responses for the Preliminary Plat for the above referenced project dated January 27, 2014. Based on our engineering review of the revised preliminary plat, all of our comments have been addressed. We have no additional comments.

If you have questions or comments, please do not hesitate to contact me at 772-770-4707.

Sincerely,

Frank Watanabe, P.E.
Senior Project Manager

2925 20th Street, Suite B • Vero Beach, FL 32960 • 772-770-4707 fax: 772-770-4640

Wendy Then

From: Pluta, Ross [RPluta@lakecountyfl.gov]
Sent: Thursday, December 05, 2013 10:08 AM
To: Wendy Then
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Wendy – the answer to your question is Yes. Additional right-of-way dedication required is 40' from the mid-section line.
Thanks,

Ross Pluta
Project Manager
Lake County Public Works Department
Engineering Division
437 Ardice Avenue
Eustis, Fl. 32726
PH # (352) 483-9041
FAX # (352) 483-9015
rpluta@lakecountyfl.gov

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.

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Wednesday, December 04, 2013 1:30 PM
To: Pluta, Ross
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Hi Ross,

Regarding Comment #2, the last statement references additional clarification regarding right-of-way data to be obtained before September 16th. Is this information the same where you stated that there is additional right-of-way dedication required (40' from the mid-section line)?

Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Note: Beginning October 7, 2013, our office hours will be Monday - Thursday 7:30 am - 6:00 pm

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Please think before you print.

From: Pluta, Ross [mailto:RPluta@lakecountyfl.gov]
Sent: Wednesday, December 04, 2013 12:50 PM
To: Wendy Then
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Wendy – our comments are the same:

1. Lake County Driveway and Right-of-Way Utilization Permit shall be required before construction plans approval.
2. Lake Count right-of-way standard is 33' from centerline for a local road. Additional right-of-way dedication will be required (40' from the mid-section line)for road swales and turn lane construction - it can be dedicated by Deed (also Quit Claim Deed) or by Final Plat.
   We are still reviewing existing right-of-way data and I will provide additional clarification in this matter before September 16th.
3. Tree foot wide paved shoulder will be required along the right turn lane length.

Thanks,

Ross Pluta
Project Manager
Lake County Public Works Department
Engineering Division
437 Ardice Avenue
Eustis, Fl. 32726
PH # (352) 483-9041
FAX # (352) 483-9015
rpluta@lakecountyfl.gov

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From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Wednesday, December 04, 2013 10:59 AM
To: Pluta, Ross
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Good Morning Ross,

Please find enclosed revised plans for the Hilltop Preliminary Plat. The project has been modified from 137 Single Family Residence units to 94 Single Family Residence units, since they will be installing individual septic tanks for sewer and water will be provided by on-site wells. Let us know if you need any additional information.

Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Note: Beginning October 7, 2013, our office hours will be Monday - Thursday 7:30 am - 6:00 pm

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Please think before you print.

From: Pluta, Ross [mailto:RPluta@lakecountyfl.gov]
Sent: Wednesday, September 18, 2013 8:26 AM
To: Wendy Then
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Wendy,– we would need a minimum of 40 foot (from the mid-section line) of right-of-way dedication. It could be done by Plat or by Deed.
Thanks,

Ross Pluta
Project Manager
Lake County Public Works Department
Engineering Division
437 Ardice Avenue
Eustis, Fl. 32726
PH # (352) 483-9041
FAX # (352) 483-9015
rpluta@lakecountyfl.gov

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From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Tuesday, September 17, 2013 10:11 AM
To: Pluta, Ross
Cc: Thad Carroll
Subject: RE: Hilltop Manor-Preliminary Subdivision Plat

Good Morning Ross,

I'm compiling all the comments for the Hilltop Preliminary Subdivision Plat. On comment 2, you indicated that additional clarification will be provided regarding the existing right-of-way data. Do you have that information at this time?

Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

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Please think before you print.

From: Pluta, Ross [mailto:RPluta@lakecountyfl.gov]
Sent: Friday, August 30, 2013 2:05 PM
To: Wendy Then
Subject: FW: Hilltop Manor-Preliminary Subdivision Plat

Wendy – I added a third comment.

1. Lake County Driveway and Right-of-Way Utilization Permit shall be required before construction plans approval.
2. Lake Count right-of-way standard is 33' from centerline for a local road. Additional right-of-way dedication will be required for road swales and turn lane construction - it can be dedicated by Deed (also Quit Claim Deed) or by Final Plat.
   We are still reviewing existing right-of-way data and I will provide additional clarification in this matter before September 16th.
3. Tree foot wide paved shoulder will be required along the right turn lane length.

Thanks,

Ross Pluta
Project Manager
Lake County Public Works Department
Engineering Division
437 Ardice Avenue
Eustis, Fl. 32726
PH # (352) 483-9041
FAX # (352) 483-9015
rpluta@lakecountyfl.gov

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.

From: Pluta, Ross
Sent: Friday, August 30, 2013 1:58 PM
To: Wendy Then (wthen@ladylake.org)
Subject: FW: Hilltop Manor-Preliminary Subdivision Plat

Wendy we have the following comments for the proposed subdivision:

1. Lake County Driveway and Right-of-Way Utilization Permit shall be required before construction plans approval.
2. Lake Count right-of-way standard is 33' from centerline for a local road. Additional right-of-way dedication will be required for road swales and turn lane construction - it can be dedicated by Deed (also Quit Claim Deed) or by Final Plat.
   We are still reviewing existing right-of-way data and I will provide additional clarification in this matter before September 16th.

LAKE COUNTY SCHOOLS

Leading our Students to Success

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 343-0198 · www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandeburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

December 5, 2013

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

RE: Hilltop Subdivision Preliminary Plat

Dear Mr. Carroll:

The Town is currently reviewing a preliminary plat for Hilltop Subdivision, which proposes 94 single-family residential dwelling units.

As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report. The School Board of Lake County Florida believes the preliminary plat will not have an adverse impact on Lake County Public Schools. The following School Board comments reflect projected enrollment data from the District's Five-Year Facilities Master Plan, FY 2013-2017, and student generation rates from the Impact Fee Study.

The preliminary plat has the potential to add approximately 94 new single-family dwelling units that will contribute 35 new students to the Lake County School system. Based on current school attendance zones, schools that will not be adversely affected by the preliminary plat and their projected five-year capacity status are as follows:

- **Villages Elementary School** — **4%** Under Capacity
- **Carver Middle School** — **32%** Under Capacity
- **Leesburg High School** — **14%** Under Capacity

Please see the attached District Growth Impact Report, which indicates the potential impact of the preliminary plat on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352)253-6694.

Sincerely,

Dawn M. McDonald

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

Thanks and have a Good Weekend ☺

Ross Pluta
Project Manager
Lake County Public Works Department
Engineering Division
437 Ardice Avenue
Eustis, Fl. 32726
PH # (352) 483-9041
FAX # (352) 483-9015
rpluta@lakecountyfl.gov

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.

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Friday, August 23, 2013 2:39 PM
To: Pluta, Ross
Subject: Hilltop Manor-Preliminary Subdivision Plat

Good Afternoon Ross,

Please find enclosed a preliminary plat for the proposed Hilltop Manor subdivision. The project proposes 137 Single Family Residence units. Please review and have comments to us by Monday, September 16, 2013, including confirmation of approval or denial. Let us know if you need any additional information or hard copy plans mailed to your office.

I will be sending subsequent emails for the remainder of the material in relation to this application. Thanks.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

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Please think before you print.

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

REVIEWING AUTHORITY	**Town of Lady Lake Growth Management Department**
NAME / CASE NUMBER	**Hilltop Subdivision Preliminary Plat**
DEVELOPER/OWNER	**Hilltop Manors, Inc. / Milton Jennings**
ITEM DESCRIPTION	The applicant proposes a preliminary plat with 94 single-family residential dwelling units on 45.34 acres.
LOCATION	Section 9, Township 18 South, Range 24 East Located north of Madera Court, south of Griffin Avenue, east of East Norman Street, and west of Morning Mist Drive
CURRENT LAND USE	Town of Lady Lake Single Family Medium Density (SF-MD) (6 dwelling units/1 acre)
CURRENT ZONING	Town of Lady Lake Planned Unit Development (PUD)

	SF-DU	MF-DU	Mobile	SF Impacts
NEW DU IMPACT				**94 DUs**
STUDENT GENERATION				
Elementary School	0.374	0.235	0.126	35
Middle School	0.172	0.133	0.065	16
High School	0.085	0.051	0.029	8
	0.117	0.051	0.032	11

SCHOOL NAME	Projected Enrollment 2016-2017*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
Villages Elementary	849	904	94%	865	96%	No
Carver Middle	774	1,158	67%	782	68%	No
Leesburg High	1,688	1,982	85%	1,699	86%	No

Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2013-2017

CSA 8	Student Enrollment 2016-2017*	Permanent Student Capacity*	% of Permanent Capacity
Elementary School	849	904	94%
Middle School	0	0	0%
High School	0	0	0%

Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2013-2017

COMMENTS:

The proposed preliminary plat, which would allow a maximum of 94 residential dwelling units on the site, will not adversely impact area schools.

The District previously provided comments for this development in 2006, with 116 proposed single-family residential dwelling units; and on 8/28/2013, with 137 proposed single-family residential dwelling units.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District **Date:** 12/5/2013

Wendy Then

From: Marcondes, Olga [omarcondes@lakecountyfl.gov]
Sent: Wednesday, December 04, 2013 2:46 PM
To: Wendy Then
Cc: Franco, Francis
Subject: RE: Hilltop Manor Sudvision - Traffic Impact Study Review
Attachments: Lady Lake - Hilltop Manors PUD (LOS Inquiry) - Revised.pdf

Wendy,

I have revised the Level Of Service (LOS) analysis for the updated density. I have enclosed a copy for your files. Please let me know when this project is approved so that we can reserve the trips in the database. Once all site work is completed and the project receives a final plat, then the trips can be removed from the database.

Regards,

Olga V. Marcondes
Transportation Planner

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

www.LakeSumterMPO.com

"Promoting Regional Transportation Partnerships."

Go Green: Please do not print this e-mail unless you really need to.

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Wednesday, December 04, 2013 1:21 PM
To: Marcondes, Olga
Cc: Franco, Francis
Subject: RE: Hilltop Manor Sudvision - Traffic Impact Study Review

Thank you for the quick response.

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Note: Beginning October 7, 2013, our office hours will be Monday - Thursday 7:30 am - 6:00 pm

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PLAN REVIEW COMMENTS

January 29, 2014
Job Address: Hilltop Prelim. Subdivision Plat Submittal
Applicant: Milton Jennings
Phone No.: 561-799-8002
Email: None

I just completed reviewing the plans and documents submitted for the above project. Please see the following comment:

1. Further details need to be provided in the construction drawings for the accessible path and parking to the Pet Park.
2. Further details need to be provided in the construction drawings for accessibility and provided parking to Pool Cabana, Tot Lot, and Storage Facility.

If you have any questions or comments, feel free to contact me at (352) 751-1511, Cell (407) 832-3471 or send email to Christie Gosneigh at the office to cgosneigh@ladylake.org or Beverly Lester blester@ladylake.org.

Mark Jones, CBO
Building Official

INSTRUMENT#: 2013045473 OR BK 4312 PG 917 PAGES: 7 4/22/2013 10:19:13 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $61.00

RETURN TO:
TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

ORDINANCE NO. 2013-02

AN ORDINANCE OF THE TOWN OF LADY LAKE AMENDING ORDINANCE NO. 2005-57; REQUESTING AMENDMENT OF THE MEMORANDUM OF AGREEMENT (MOA) FOR THE PLANNED UNIT DEVELOPMENT (PUD) FOR PROPERTY OWNED BY HILLTOP MANORS INC., SUBJECT PROPERTY LOCATED ON GRIFFIN AVENUE APPROXIMATELY 5,650 FEET EAST OF THE INTERSECTION AT COUNTY ROAD 25 (TEAGUE TRAIL); REFERENCED BY ALTERNATE KEY NUMBERS 1238277, 1770483, AND 1238111, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, on March 11, 2013, pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the Planning and Zoning Board of the Town of Lady Lake reviewed the proposed amendment to the Memorandum of Agreement which is attached hereto as Exhibit "B" and recommended to the Town Commission of the Town of Lady Lake that said amendment be adopted; and

WHEREAS, the Town Commission of the Town of Lady Lake, on May 18, 2006, through Ordinance No. 2005-57, approved, at a duly noticed meeting, redesignation of said property owned by Hilltop Manors Inc., and approved and entered into a Memorandum of Agreement setting forth certain permitted uses under the "PUD" zoning. The Town of Lady Lake and Hilltop Manors Inc. desire to amend the Memorandum of Agreement and the "PUD" zoning to include and establish new terms regarding open space requirements.

Section 1. Amendment for Changes on Property

Said property is more particularly described in Exhibit "A" attached hereto and incorporated herein. The existing "PUD" zoning and the existing Memorandum of Agreement entered into by the parties is hereby amended and replaced in its entirety by the attached Memorandum of Agreement (Exhibit "B").

Ordinance No. 2013-02

Section 2. Conflict

The prior agreement as adopted under Ordinance No. 2005-57 is hereby deleted in its entirety and is replaced in its entirety by Exhibit "B.

Section 3. Severability

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 4. Effective Date

This Ordinance shall become effective immediately upon final reading and adoption by the Town Commission of Town of Lady Lake, Florida in accordance with Florida law.

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lady Lake, Florida, that the PUD Amendment is hereby approved, subject to the terms and conditions as set forth herein.

PASSED AND ADOPTED by the Town Commission of the Town of Lady Lake, Florida on this **15th** day of **April**, **2013**.

TOWN OF LADY LAKE

Jim Richards, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

Ordinance No. 2013-02

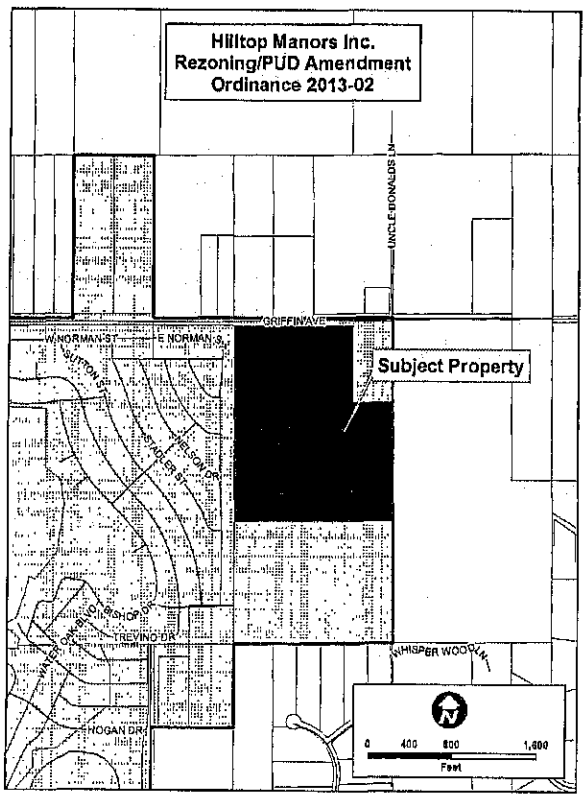
EXHIBIT "A"
Legal Description

Section 09, Township 18 South, Range 24 East, Lady Lake, Florida

Alternate Key No. 1238277
N 1/4 OF SW 1/4 OF SE 1/4 ORB 3028 PG 682

Alternate Key No. 1770483
W 3/4 OF S 1/2 OF NW 1/4 OF SE 1/4--LESS N 10 FT--, E 1/4 OF NW 1/4 OF SE 1/4--LESS FROM NW COR OF SE 1/4 RUN N 89DEG 01MIN 17SEC E 993.88 FT, S 00DEG 29MIN 38SEC E 25 FT TO S R/W LINE OF GRIFFIN AVE & POB, RUN N 89DEG 01MIN 17SEC E ALONG SAID S R/W LINE 331.28 FT TO E LINE OF NW 1/4 OF SE 1/4, S 00DEG 27MIN 39SEC E 648.22 FT, S 88DEG 54MIN 56SEC W 330.91 FT, N 00DEG 29MIN 38SEC W 648.83 FT TO POB ORB 3028 PG 682

Alternate Key No. 1238111
W 3/4 OF N 1/2 OF NW 1/4 OF SE 1/4, N 10 FT OF W 3/4 OF S 1/2 OF NW 1/4 OF SE 1/4 ORB 3028 PG 682



Ordinance No. 2013-02

EXHIBIT "B"
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this 15TH day of APRIL, 2013 by and between the Town of Lady Lake, Florida, a Florida municipal corporation (hereinafter referred to as the "Town"), whose mailing address is 409 Fennell Boulevard, Lady Lake, FL 32159, and Hilltop Manors, Inc., a Florida Corporation (hereinafter referred as the "Property Owner"), whose mailing address is 3930 RCA Boulevard, Suite 3008, Palm Beach Gardens, FL 33410.

RECITALS

1. The Property Owner is the fee simple owner of certain real property in Lady Lake, Florida described in the legal description attached as Exhibit "A".

2. The Property Owner desires to retain a Land Use designation of Single-family Medium density residential (Six (6) dwelling units per acre).

3. The Property Owner desires to amend the Memorandum of Agreement of the Planned Unit Development (PUD) designation.

4. The Property Owner desires to appoint Ashley Hunt, Esq., Hunt Law Firm, P.A. as the agent representing the rezoning of the real property.

5. At this time, the parties wish to enter into a Memorandum of Agreement pursuant to the provisions of the Town's Land Development Regulations.

NOW THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the Single-family Medium Density Residential Land Use category (Six (6) dwelling units per one (1) acre) for that property depicted and described in the attached legal description, Exhibit "A".

1. Permitted Uses.

   a. Single-family residential with a maximum density of six (6) dwelling units per one (1) acre, not to exceed a maximum of 141 dwelling units.

2. Uses Expressly Prohibited.

   a. Any and all uses other than those aforementioned as "permitted uses" shall be expressly prohibited.

3. Design Standards.

   a. The maximum impervious surface ratio (which includes building coverage) shall be limited to sixty percent (60%).

b. Maximum building height is thirty-five feet (35'), unless adequate fire protection measures are provided.

c. The minimum lot size shall be six thousand five hundred square feet (6,500).

d. The minimum lot width shall be fifty feet (50').

e. Setbacks: Front – 20' (This may be modified if a Neo-traditional design is utilized); Side – 5'; and Rear – 10', 5' for accessory structures including, but not limited to pools and pool enclosures.

f. There shall be a minimum of twenty-five (25) percent open space.

g. The development shall be accessed from Griffin Avenue. Entry and departure shall be provided by the boulevard entrance as depicted in Exhibit "C" (Bubble Plan) as a means to provide safe ingress and egress.

h. A Type "A" Buffer shall be provided along the perimeter of the entire subdivision, maintaining a minimum width of ten (10) feet.

4. The property shall be developed in substantial accordance with an approved plat incorporating all conditions of this Memorandum of Agreement. Said plans shall be submitted for review and approval of the Technical Review Committee and Town Commission prior to authorization and issuance of a development permit.

5. The drainage and stormwater retention requirements of the Town and the appropriate regulatory agencies shall be met and approved by the Town Consulting Engineer. These areas shall be properly maintained.

6. All applicable rules and regulations for development within the Town shall be met, including but not limited to, final plat approval, landscaping, drainage, sign regulations, and all yard setbacks.

7. A St. Johns River Water Management District stormwater permit or letter of exemption shall be required and filed with the Town prior to receipt of a development permit or any form of construction activity on the site.

8. The developer shall be responsible for the cost and installation of any required on-site and off-site infrastructure improvements necessitated by impacts of the project (i.e. Concurrency Management).

9. The property described in Exhibit "A" shall connect to the Town of Lady Lake's potable water and sanitary sewer system upon said services being available pursuant to the adopted Town of Lady Lake Codes and Regulations. All costs associated with design, permitting, engineering, materials, construction and inspections shall be the sole cost of the developer.

Ordinance No. 2013-02

10. The terms and conditions as set forth in this Memorandum of Agreement shall insure to the benefit of, and shall constitute a covenant running with the land and under the terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns and successors in title or interest, and shall be subject to each and every condition herein set out.

11. Enforcement of this Memorandum of Agreement shall be through the Town of Lady Lake Town Commission. Upon approval of this agreement the aforementioned property shall only be used for the purposes described herein. No change in the use, further expansion of the uses, additions to the uses, or additions to the facilities shall be permitted except as approved by formal amendment of this Memorandum of Agreement. Any other proposed use shall be specifically authorized by amendment and approval of the Town of Lady Lake Town Commission and shall be legally binding upon any heirs, assigns and successors in title or interest.

HILLTOP MANORS, INC.

By: _____
Milton S. Jennings, President

TOWN OF LADY LAKE
LAKE COUNTY, FLORIDA

By: _____
Jim Richards, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

State of Florida
County of Lake

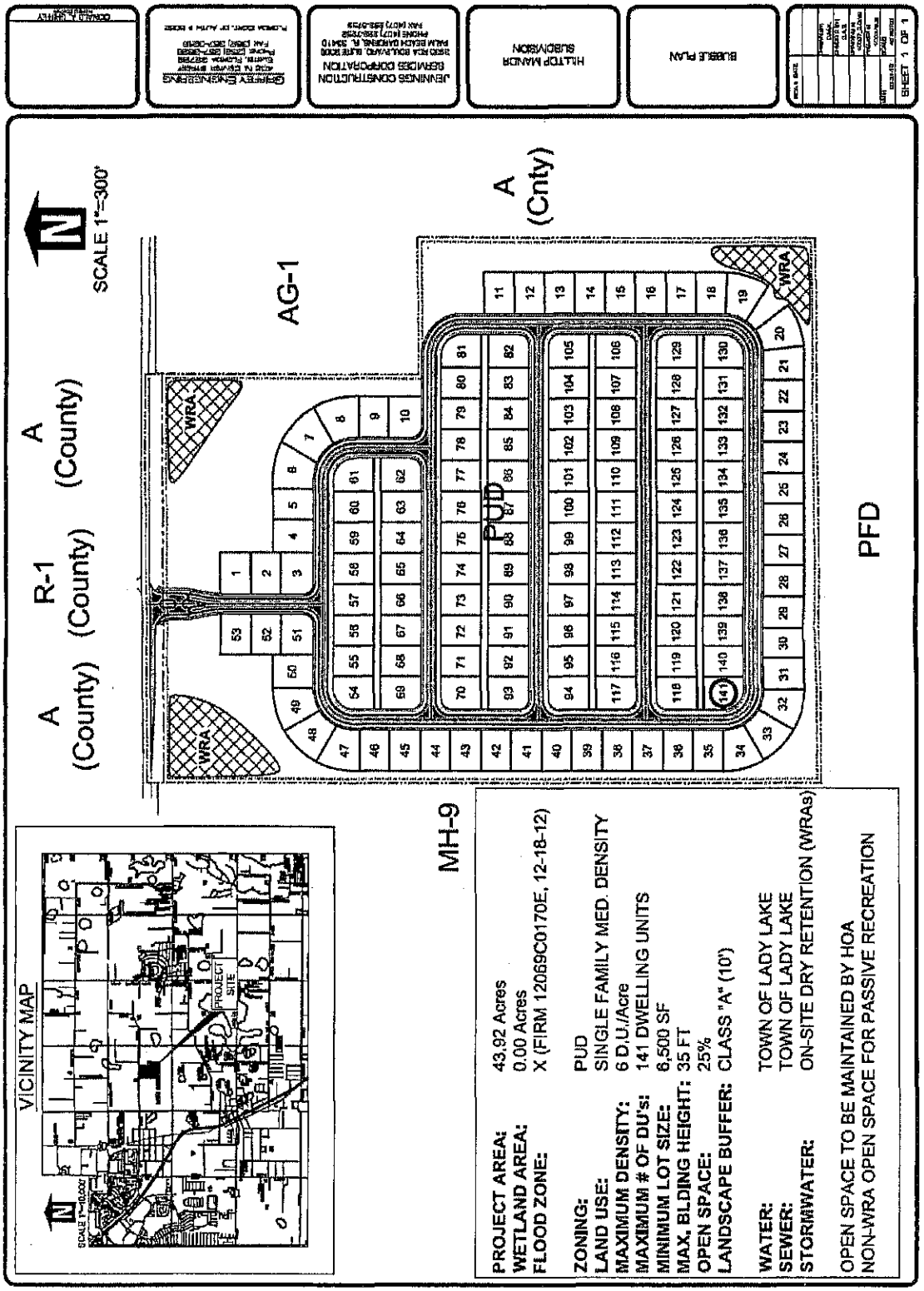
The foregoing instrument was acknowledged before me this 11TH day of APRIL, 2013 by MILTON S. JENNINGS, Owner of the Property who is personally known to me or has produced FL DRIVERS LICENSE as identification.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Nancy V. Slaton
Commission # EE099910
Expires: JUNE 05, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Ordinance No. 2013-02

EXHIBIT "C"
BUBBLE PLAN



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: February 10, 2014

SUBJECT: **PRELIMINARY PLAT – HILLTOP SUBDIVISION**

DEPARTMENT: **GROWTH MANAGEMENT**

RECOMMENDED MOTION:

1. **Motion to forward the Preliminary Plat of the Hilltop Subdivision to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward the Preliminary Plat of the Hilltop Subdivision to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY:

Applicant Milton Jennings, President of Hilltop Manors, Inc., has submitted plans for Preliminary Plat Approval of a subdivision which proposes the construction of 94 single-family residential units on approximately 44.43 acres. The property is located on Griffin Avenue Approximately 5,650 Ft. East of the Intersection at County Road 25 (Alternate Key Numbers 1238277, 1770483, and 1238111). The Preliminary Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). Attached are the following items in the packet:

1. Preliminary Plan Review completed by Public Works dated 12/6/2013 and 01/29/2014 (Satisfied).
2. Fire Review No. 3 for the Preliminary Plat completed by Kerry Barnett dated 01/31/2014 (Satisfied)
3. Review No. 3 for Preliminary Plat completed by Neel-Schaffer Engineering, dated 01/30/2014. (Satisfied)
4. Lake County Public Works Review completed by Ross Pluta dated 12/5/2013 (Satisfied).
5. Lake County School District-School Concurrency Review by Dawn McDonald dated 12/5/2013 (Satisfied).
6. Lake Sumter MPO Traffic Analysis review dated 12/4/2013 (Satisfied).
7. Lady Lake Building Official comments dated January 29, 2014 (Satisfied).

The property Future Land Use designation is Single Family Medium Density (SF-MD). The Zoning designation is Planned Unit Development (PUD) governed by the Memorandum of Agreement adopted under Ordinance 2013-02 establishing Residential Single Family up to 6 dwelling units per acre.

The Preliminary Plan meets the design requirements of the Town of Lady Lake Land Development Regulations, Chapter 8 – Subdivision and Plats, and adheres to the requirements of the Comprehensive Plan of the Town of Lady Lake. The preliminary plat plans, consisting of five (5) sheets, are drawn in 24"x36" pages and have been certified by Donald A. Griffey, Professional Engineer of Griffey Engineering for Jennings Construction Services Corporation.

Comments:

1) The Hilltop subdivision proposes not to connect to Town's Sewer, Water, and Reuse; therefore, Utility Plans will be submitted in the subsequent Improvement Plan application.

2) In accordance with the provisions of Chapter 8, Section 8-6).e).1, the applicant shall submit copies of all jurisdictional agency approved permits and/or Exemption Letters (when applicable), including:

   - Lake County Right-of-Way Utilization Permit
   - DEP Water Well Permits
   - St. John's River Water Management District ER Permit
   - Florida Fish & Wildlife Permit to relocate Gopher tortoises off-site
   - Drafts of protective covenant

3) The applicant will be required to submit the Covenants and Articles of Home Owner's Association for the subdivision.

4) The Hilltop residential subdivision will be providing the required Open Space area for activity-based recreation facilities, as provided by the following matrix:

Zoning District	Open Space Percentage	Activity-Based Recreation Area*
PUD	25 %	5%

In accordance with Chapter 8, Section 8-5).f).1), the applicant will be listing the dimensional acreage for activity-based recreation areas on the plans before final approval for the Town Commission Meeting; showing that it meets the required 5% of the 25% Open Space.

Note:

Preliminary Plat Approval does not permit the construction of any improvements. All permits from other agencies with jurisdiction must be completed before a development order may be issued.

Public Meeting(s):

The **Technical Review Committee (TRC)** reviewed this plat application at the regular meeting on Tuesday, February 4, 2014, by a vote of 5-0 reviewed and recommended that this preliminary plat was complete and ready for transmittal to the P&Z Board.

The **Town Commission** is scheduled to consider the Preliminary Plat at their regular Meeting on Monday, March 3, 2014.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

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

[X] Other – Preliminary Plat

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

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2-5-14

DEPARTMENT HEAD		**Submitted** 2/5/14	**Date**
FINANCE DEPARTMENT		**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY		**Approved as to Form and Legality**	**Date**
TOWN MANAGER		**Approved Agenda Item for:** 2/10/14	**Date** 2/6/14

BOARD ACTION: **[✓] Approved as Recommended** MONTELEONE/ MCKENZIE 3-0 **[ ] Disapproved**

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

[ ] Approved with Modification

cc: b.m.

3. Hilltop Subdivision – Preliminary Plat of a 94 Unit Single-Family Residential Subdivision on 44.43 +/-Acres – Located on Griffin Avenue Approximately 5,650 Ft. East of the Intersection at County Road 25 (Wendy Then)

Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the Town Clerk's office). She stated that the applicant, Milton Jennings, President of Hilltop Manors, Inc., has submitted plans for Preliminary Plat approval of a subdivision which proposes the construction of 94 single-family residential units on approximately 44.43 acres. She stated the property is located on Griffin Avenue, approximately 5,650 ft. east of the intersection at County Road 25 (Alternate Keys 1238277, 1770483, and 1238111). The Preliminary Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). The following items were included in the packet:

1. Preliminary Plan Review completed by Public Works, dated 12/6/2013 and 01/29/2014 (satisfied).
2. Fire Review No. 3 for the Preliminary Plat completed by Kerry Barnett, dated 01/31/2014 (satisfied).
3. Review No. 3 for Preliminary Plat completed by Neel-Schaffer Engineering, dated 01/30/2014 (satisfied).
4. Lake County Public Works Review completed by Ross Pluta, dated 12/5/2013 (satisfied).
5. Lake County School District-School Concurrency Review by Dawn McDonald, dated 12/5/2013 (satisfied).
6. Lake Sumter MPO Traffic Analysis review dated 12/4/2013 (satisfied).
7. Lady Lake Building Official comments dated January 29, 2014 (satisfied).

Ms. Then stated the property's Future Land Use designation is Single Family Medium Density (SF-MD). The zoning designation is Planned Unit Development (PUD) governed by the Memorandum of Agreement adopted under Ordinance No. 2013-02 establishing Residential Single Family up to six dwelling units per acre.

The Preliminary Plat meets the design requirements of the Town of Lady Lake Land Development Regulations, Chapter 8 – Subdivision and Plats, and adheres to the requirements of the Comprehensive Plan of the Town of Lady Lake. The Preliminary Plat plans, consisting of five sheets, are drawn on 24"x36" pages and have been certified by Donald A. Griffey, Professional Engineer of Griffey Engineering for Jennings Construction Services Corporation.

Ms. Then stated comments for this application are as follows:

1) The Hilltop Subdivision does not propose to connect to the Town's Sewer, Water, and Reuse; therefore, Utility Plans will be submitted in the subsequent Improvement Plan application.

2) In accordance with the provisions of Chapter 8, Section 8-6).e).1, the applicant shall submit copies of all jurisdictional agency approved permits and/or Exemption Letters (when applicable), including:

- Lake County Right-of-Way Utilization Permit

- DEP Water Well Permits
- St. John's River Water Management District ER Permit
- Florida Fish & Wildlife Permit to relocate Gopher tortoises off-site
- Drafts of protective covenant

3) The applicant will be required to submit the Covenants and Articles of Home Owner's Association for the subdivision.

4) The Hilltop residential subdivision will be providing the required Open Space area for activity-based recreation facilities, as provided by the following matrix:

Zoning District	Open Space Percentage	Activity-Based Recreation Area*
PUD	25 %	5%

*In accordance with Chapter 8, Section 8-5).f).1), the applicant will be listing the dimensional acreage for activity-based recreation areas on the plans before final approval for the Town Commission meeting; showing that it meets the required 5% of the 25% Open Space.

Preliminary Plat Approval does not permit the construction of any improvements. All permits from other agencies with jurisdiction must be completed before a development order may be issued.

Photos of the property were shown on the overhead viewer.

Ms. Then stated the Technical Review Committee voted 5-0 to transmit Ordinance No. 2014-03 to the Planning and Zoning Board for their recommendation at the February 4, 2014 meeting. The Town Commission is tentatively scheduled to consider the Preliminary Plat at their regular meeting on Monday, March 3, 2014 at 6 p.m. Ms. Then stated the applicant has to complete improvement plans and a final plat before any buildings or homes can be erected on the land.

Ms. Then stated the applicant was present to answer any questions.

Vice Chairperson/Member Sigurdson referred to the diagrams which show the contours of the property and stated he lives adjacent to the property and is familiar with it. He stated the layout of the property is nice and has a good east/west roadway which appears to run along the 167+ ft. hilltop, and then runs westward with an approximate 50 ft. drop in elevation. He stated he has a concern about the water drainage as his home and other property owners' lots are on the west side.

Mr. Don Griffey with Griffey Engineering stated he shared Mr. Sigurdson concerns. He stated there is a large area which slopes down into the area, with a bit of erosion and sediment that has already built up along the fence line. Mr. Griffey stated they have already completed the grading plan for the project and a lot of that hilltop is going to come down. He stated they will be installing a retaining wall along the boundary, and all the lots are being graded so the water will

drain toward the streets and inward on the western boundary from the rear toward the road. Mr. Griffey stated it will significantly reduce or eliminate the run-off going toward the Water Oaks Development. He stated a landscape buffer and a recreational trail will be along the perimeter, which will be an inverted section in a swale, so any run-off from the back slope will get captured in the swale and be sent to the ponds as well. Mr. Griffey stated they designed it with the anticipation of no run-offs going to the neighbors which is an improvement over what is happening today.

Member Monteleone asked what the retention wall would consist of between the two developments.

Mr. Griffey replied it will be a three foot tall wall made of split-face stack blocks.

Vice Chairperson/Member Sigurdson asked when they will start development.

Mr. Griffey replied they are expecting to start around April or May. He stated they will be submitting the Construction Improvement Plans as soon as they receive Town Commission approval. He stated they will be installing their own water system out front because of the distance away from Town utilities, so they need to go through the process of getting a Consumption Use Permit from the Water Management District and a water system approval from the Department of Environmental Protection (DEP).

Vice Chairperson/Member Sigurdson referenced the illustration of the aerial photo and asked if the well will be out front.

Mr. Griffey replied that the well site will be tucked in among the trees off the road that leads to the north. He stated all the trees along the front will be left in place and a professional arborist will clean it up so it will have a nice park look and feel.

Member Monteleone asked what type of improvements will be made on Griffin Avenue.

Mr. Griffey stated the County is requiring that a right turn lane be installed for incoming traffic. He stated the vast majority of the cars entering will be coming in and leaving from the west and there is no need for a left turn lane for inbound traffic. He stated the County and the Town has directed them to install sidewalks along their frontage.

Member Monteleone asked if the sidewalks would be installed just in front of their development or along the entire length of the road.

Mr. Griffey replied it would only be in front of their development. He stated they are dedicating an additional right-of-way across the frontage which will allow for the space to install the sidewalks. He stated the right-of-way along Griffin Avenue varies, and in some areas, goes right to the edge of the pavement.

Vice Chairperson/Member Sigurdson asked if there was anyone in the audience who wished to speak on this matter. There was no one.

Upon a motion by Member Monteleone, and a second by Member McKenzie, the Planning and Zoning Board recommended transmittal and approval of Hilltop Subdivision Preliminary Plat to the Town Commission for consideration by a vote of 3-0.

4. Ordinance No. 2014-03 – Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting an Eighth Amendment to the Amended Development Order to Add a 94 Bed Assisted Living Facility to the DRI and Remove 7,550 Sq. Ft. of Commercial Entitlements (Wendy Then)

Wendy Then, Town Planner, gave a brief summary of the agenda item (on file in the Town Clerk's office). She stated the applicant, Villages of Lake-Sumter, Inc., 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 to add 94 ALF beds since the Assisted Living Facility is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 sq. ft. of commercial entitlements currently entitled on this site to ensure there is no increase in impacts from the change.

Ms. Then stated the ALF campus is to be located in the Spanish Springs area, within the Town Center Commercial area at Avenida Central and U.S. Highway 27/441. She stated the campus will consist more specifically of approximately 94 ALF beds, containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities. The proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF 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 use of Assisted Living Facilities.

Photos of the property, maps and the postings were shown on the overhead viewer.

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 addition of 94 ALF beds while decreasing 7,550 sq. ft. of commercial results in no increase in projected external vehicle traffic; this is demonstrated in the attached transportation analysis provided by Kimley-Horn. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 sq. ft. of commercial is needed.

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

TECHNICAL REVIEW COMMITTEE
Preliminary Plat Application
Meeting of February 4, 2014

TO: **Technical Review Committee**

FROM: **Wendy Then, Town Planner**

SUBJECT: **Hilltop Subdivision- Preliminary Plat Application**

DATE: **January 29, 2014**

SUMMARY:

Applicant Milton Jennings, President of Hilltop Manors, Inc., has submitted plans for Preliminary Plat Approval of a subdivision which proposes the construction of 94 single-family residential units on approximately 44.43 acres. The property is located on Griffin Avenue Approximately 5,650 Ft. East of the Intersection at County Road 25 (Alternate Keys 1238277, 1770483, and 1238111). The Preliminary Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). Attached are the following items in the packet:

1. Preliminary Plan Review completed by Public Works dated 12/6/2013 and 01/29/2014 (Satisfied).
2. Fire Review No. 3 for the Preliminary Plat completed by Kerry Barnett dated 01/30/2014.
3. Review No. 3 for Preliminary Plat completed by Neel-Schaffer Engineering, dated 01/30/2014. (Satisfied)
4. Lake County Public Works Review completed by Ross Pluta dated 12/5/2013 (Satisfied).
5. Lake County School District-School Concurrency Review by Dawn McDonald dated 12/5/2013 (Satisfied).
6. Lake Sumter MPO Traffic Analysis review dated 12/4/2013 (Satisfied).
7. Lady Lake Building Official comments dated January 29, 2014 (Satisfied).

The property Future Land Use designation is Single Family Medium Density (SF-MD). The Zoning designation is Planned Unit Development (PUD) governed by the Memorandum of Agreement adopted under Ordinance 2013-02 establishing Residential Single Family up to 6 dwelling units per acre.

The Preliminary Plan meets the design requirements of the Town of Lady Lake Land Development Regulations, Chapter 8 – Subdivision and Plats, and adheres to the requirements of the Comprehensive Plan of the Town of Lady Lake. The preliminary plat plans, consisting of five (5) sheets, are drawn in 24"x36" pages and have been certified by Donald A. Griffey, Professional Engineer of Griffey Engineering for Jennings Construction Services Corporation.

Comments:

1) The Hilltop subdivision proposes not to connect to Town's Sewer, Water, and Reuse; therefore, Utility Plans will be submitted in the subsequent Improvement Plan application.

2) In accordance with the provisions of **Chapter 8, Section 8-6).e).1,** the applicant shall submit copies of all jurisdictional agency approved permits and/or Exemption Letters (when applicable), including:

    - Lake County Right-of-Way Utilization Permit
    - DEP Water Well Permits
    - St. John's River Water Management District ER Permit
    - Florida Fish & Wildlife Permit to relocate Gopher tortoises off-site
    - Drafts of protective covenant

3) The applicant will be required to submit the Covenants and Articles of Home Owner's Association for the subdivision.

The Preliminary Plat is ready to be sent to the Planning & Zoning Board scheduled for Monday, February 10, 2014. Upon recommendation of the Planning and Zoning Board, the preliminary plat will be considered by the Town Commission for approval or denial.

Note:

Preliminary Plat Approval does not permit the construction of any improvements; therefore, upon approval of Preliminary Plat, Improvement Plans have to be submitted and approved with Development Order prior to construction.

TECHNICAL REVIEW COMMITTEE
Preliminary Plat Application
Meeting of January 7, 2014

TO: **Technical Review Committee**

FROM: **Wendy Then, Town Planner**

SUBJECT: **Hilltop Subdivision- Preliminary Plat Application**

DATE: **December 26, 2013**

SUMMARY:

Applicant Milton Jennings, President of Hilltop Manors, Inc., has submitted plans for Preliminary Plat Approval of a subdivision which proposes the construction of 94 single-family residences located on approximately 44.43 acres at property located on Griffin Avenue Approximately 5,650 Ft. East of the Intersection at County Road 25 (Alternate Keys 1238277, 1770483, and 1238111). The Preliminary Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). Attached are the following items in the packet:

1. Preliminary Plan Review completed by Public Works dated 12/6/2013.
2. Fire Review No. 2 for the Preliminary Plat completed by Kerry Barnett dated 12/7/2013.
3. Review No. 2 for Preliminary Plat completed by Neel-Schaffer Engineering, dated 12/19/2013.
4. Lake County Public Works Review completed by Ross Pluta dated 12/5/2013.
5. Lake County School District-School Concurrency Review by Dawn McDonald dated 12/5/2013.
6. Lake Sumter MPO Traffic Analysis review dated 12/4/2013.
7. Lady Lake Building Official comments dated December 26, 2013.

The property Future Land Use designation is Single Family Medium Density (SF-MD). The Zoning designation is Planned Unit Development (PUD) with Memorandum of Agreement Ordinance 2013-02 establishing Residential Single Family up to 6 dwelling units per acre.

The Preliminary Plan meets the design requirements of the Town of Lady Lake Land Development Regulations, Chapter 8 – Subdivision and Plats, and adheres to the requirements of the Comprehensive Plan. Upon addressing the Preliminary Plat plan

comments, the application will be advanced for consideration and recommendation by the Planning and Zoning Board.

Comments:

1) The Hilltop subdivision proposes not to connect to Town's Sewer, Water, and Reuse; therefore, Utility Plans will be submitted in the subsequent Improvement Plan application.

2) Typical lot detail needs to show 20' setback along all roads on corner lots, not just the road where the driveway is proposed.

3) Will the entrance be gated? Also, are the proposed roads to be conveyed to the Town?

4) Applicant will be required to provide a Lake County Right-of-Way Utilization Permit.

5) Please provide copy of St. John's River Water Management District permit issued for the project.

6) Please provide dimensions for the proposed Pocket Parks & "Pool, Cabana, Tot-lot and Storage Facility" areas. Please provide dimensions of any proposed buildings to be erected. In accordance with LDRs, Chapter 8, Section 8-5, f).2).b)., each subdivision is required to provide a minimum combination of two (2) of the following amenities:

    a. Area with swing set (four seats minimum)
    b. Wood/Metal Benches two (2) minimum
    c. Built-In Grill
    d. One (1) Picnic Table
    e. One (1) Slide
    f. One (1) Jungle Gym
    g. One (1) Monkey Bar
    h. Other amenities as approved by the Town Commission

    Please indicate which amenities will be provided for this Tot-lot.

Preliminary Plat Approval does not permit the construction of any improvements. All permits from other agencies with jurisdiction must be completed before a development order may be issued.

Project Name: Hilltop Mannors (revised) **Jurisdiction: Town of Lady Lake**

LEVEL OF SERVICE (LOS) - PROJECT CAPACITY INQUIRY

Segment ID	Roadway	Segment From	Segment To	Adopted LOS	Adopted Capacity	Existing + Committed PM Peak Hour/Peak Direction NB/EB	Project	Total	LOS	SB/WB	Project	Total	LOS	V/C Ratio	Available Capacity	Project Trip Distr (%)	Project Impact (%)
40	ARLINGTON AVENUE	W LADY LAKE BOULEVARD	SOUTH TERMINI	D	572	52	0	52	C	70	0	70	C	0.12	502	0%	0.00%
210	C.R. 25	MARION COUNTY LINE	GRIFFIN AVENUE	D	750	509	3	512	D	291	4	295	C	0.68	238	7%	0.53%
220	C.R. 25	GRIFFIN AVENUE	US 27 / US 441	D	750	447	19	466	D	368	11	379	D	0.62	284	32%	2.53%
1020	C.R. 466	SUMTER COUNTY LINE ROAD	ROLLING ACRES ROAD	D	1,820	1,086	6	1,092	C	1,106	3	1,109	C	0.61	711	10%	0.33%
1030	C.R. 466	ROLLING ACRES ROAD	US 27	D	2,000	769	8	777	C	731	4	735	C	0.39	1,223	13%	0.40%
1040	C.R. 466 / LAKE GRIFFIN ROAD	US 27/ US 441	GRAYS AIRPORT ROAD	D	572	165	0	165	C	100	0	100	C	0.29	407	0%	0.00%
1050	C.R. 466 / LAKE GRIFFIN ROAD	GRAYS AIRPORT ROAD	MARION COUNTY ROAD	D	572	158	0	158	C	97	0	97	C	0.28	414	0%	0.00%
1100	C.R. 466B	EAGLE NEST ROAD	CR 466A	D	572	287	0	287	C	180	0	180	C	0.50	285	0%	0.00%
1780	EAGLES NEST ROAD	US 27	CR 466B	D	572	155	0	155	C	88	1	89	C	0.27	417	1%	0.17%
1930	GRAYS AIRPORT ROAD	MARION COUNTY ROAD	CR 466	D	560	93	0	93	C	72	0	72	C	0.17	467	0%	0.00%
1940	GRAYS AIRPORT ROAD	CR 466	GRIFFIN VIEW DRIVE	D	572	97	0	97	C	77	0	77	C	0.17	475	0%	0.00%
1950	S GRAYS AIRPORT ROAD	GRIFFIN VIEW DRIVE	EAGLES NEST ROAD	D	560	100	0	100	C	72	0	72	C	0.18	460	0%	0.00%
1960	S GRAYS AIRPORT ROAD	EAGLES NEST ROAD	US 27 / US 412	D	560	44	0	44	C	18	0	18	C	0.08	516	0%	0.00%
1970	GRIFFIN AVENUE	US 27 / US 411	CR 25	D	572	266	26	292	C	450	15	465	C	0.81	107	44%	4.55%
1980	GRIFFIN AVENUE	CR 25	UNCLE DONALDS LANE	D	572	107	30	137	C	75	52	127	C	0.24	435	88%	9.09%
1990	GRIFFIN AVENUE	UNCLE DONALDS LANE	GRAYS AIRPORT ROAD	D	560	107	7	114	C	74	4	78	C	0.20	446	12%	1.25%
2000	GRIFFIN ROAD	US 27	LEE STREET	D	572	84	0	84	C	97	0	97	C	0.17	475	0%	0.00%
2010	GRIFFIN VIEW DRIVE	US 27	GRAYS AIRPORT ROAD	D	572	237	0	237	C	127	0	127	C	0.41	335	0%	0.00%
2020	GRIFFIN VIEW DRIVE	GRAYS AIRPORT ROAD	SULEN ROAD	D	560	83	0	83	C	40	0	40	C	0.15	477	0%	0.00%
2220	E LADY LAKE BOULEVARD	US 27/US441	BERCHFIELD ROAD	D	572	29	0	29	C	19	0	19	C	0.05	543	0%	0.00%
2250	LAKE ELLA ROAD	SUMTER COUNTY LINE	ROLLING ACRES ROAD	D	560	65	0	65	C	132	0	132	C	0.24	428	0%	0.00%
2255	LAKE ELLA ROAD	ROLLING ACRES ROAD	US 27	D	560	94	0	94	C	78	0	78	C	0.17	466	0%	0.00%
2540	MARION COUNTY ROAD	CR 25	GRAYS AIRPORT ROAD	D	572	103	0	103	C	68	0	68	C	0.18	469	0%	0.00%
2550	MARION COUNTY ROAD	GRAYS AIRPORT ROAD	LAKE GRIFFIN ROAD	C	469	103	0	103	C	68	0	68	C	0.22	366	0%	0.00%
2570	McLENDON STREET	CLAY AVENUE	US 27/US441	D	572	18	0	18	C	15	0	15	C	0.03	554	0%	0.00%
2580	MICRO RACETRACK ROAD	LAKE ELLA ROAD	CR 466A	D	560	240	0	240	C	296	0	296	C	0.53	264	0%	0.00%
2750	ROLLING ACRES ROAD	US 27 / US 441	OAK STREET	D	572	874	3	877	F	758	4	762	F	1.53	-305	7%	0.70%
2760	ROLLING ACRES ROAD	OAK STREET	CR 466	D	572	738	2	740	F	900	3	903	F	1.58	-331	5%	0.52%
2770	ROLLING ACRES ROAD	CR 466	LAKE ELLA ROAD	D	560	216	0	216	C	332	0	332	C	0.59	228	0%	0.00%
2810	SHAY BOULEVARD	TARRSON BOULEVARD	GRIFFIN AVENUE	D	572	141	0	141	C	157	0	157	C	0.27	415	0%	0.00%
3670	US 27/US441	SUMTER COUNTY LINE	GRIFFIN AVENUE	D	3,020	1,490	9	1,499	C	1,552	17	1,569	C	0.52	1,451	28%	0.56%
3680	US 27/US441	GRIFFIN AVENUE	ALT US 441 / ALT US 27	D	2,000	1,379	0	1,379	C	1,447	0	1,447	C	0.72	553	0%	0.00%
3690	US 27/US441	ALT US 441 / ALT US 27	CR 466	D	2,000	1,278	16	1,294	C	1,416	9	1,425	C	0.71	575	27%	0.80%
3700	US 27/US441	CR 466	LAKE ELLA ROAD	D	2,000	1,561	8	1,569	C	1,595	5	1,600	C	0.80	400	14%	0.40%
3710	US 27/US441	LAKE ELLA ROAD	CR 466A / MILLER BOULEVARD	D	3,020	1,373	7	1,380	C	1,073	4	1,077	C	0.46	1,640	12%	0.23%

Note: Existing + Committed Volumes are based on the Lake County TMS Report dated October 25, 2013.

PRELIMINARY PLAT OF HILLTOP

INDEX

1. COVER SHEET
2. SURVEY & DETAILS
3. LAYOUT - OVERALL
4. LAYOUT - NORTH
5. LAYOUT - SOUTH

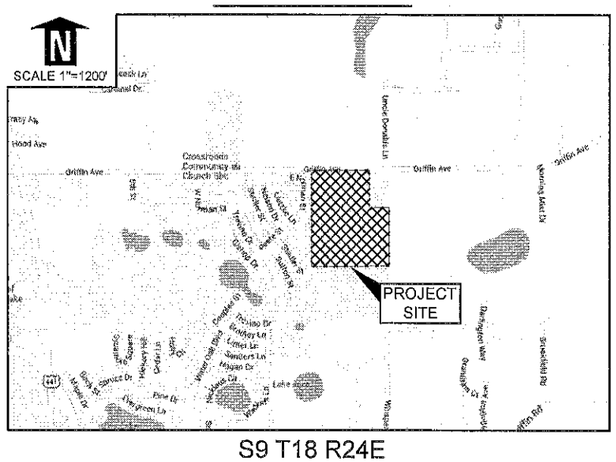
OWNER
Hilltop Manors, Inc.
3930 RCA Boulevard, Suite 3008
Palm Beach Gardens, FL 33410
Ph. 561-799-8002 Fax 561-799-8003

DEVELOPER
Milton S. Jennings
Jennings Construction Services Corp.
3930 RCA Boulevard, Suite 3008
Palm Beach Gardens, FL 33410
Ph. 561-799-8002 Fax 561-799-8003

CIVIL ENGINEER
Donald A. Griffey, P.E.
Griffey Engineering, Inc.
406 North Center Street
Eustis, FL 32726
Ph. 352.357.3528 Fax 352.357.3219

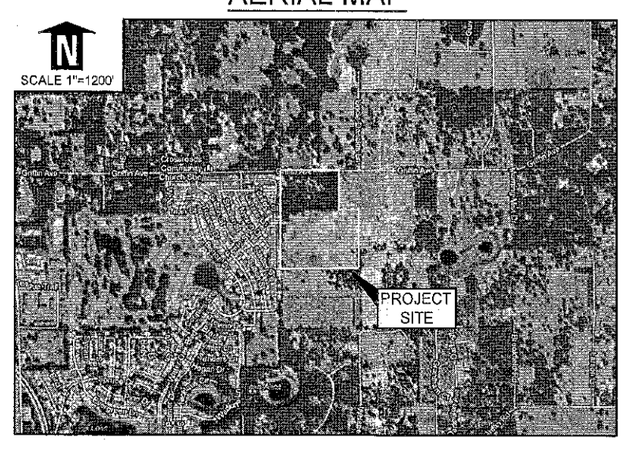
SURVEYOR
Tolbert McGlohorn
McGlohorn Land Surveyor, Inc.
P.O. Box 490061
1501 Akron Drive
Leesburg, FL 34749
Ph. 352.326.5089

VICINITY MAP



S9 T18 R24E

AERIAL MAP



PROPERTY DESCRIPTION

Description 1
The West 3/4 of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 and the North 10 feet of the West 3/4 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, of Section 9, Township 18 South, Range 24 East, Lake County, Florida, Less and except road right of way.

Description 2
PARCEL # 1: The East 1/2 of the NE 1/4 of the NW 1/4 of the SE 1/4

PARCEL # 2: The SE 1/4 of the NW 1/4 of the SE 1/4, Less the North 10 feet of the West 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4

PARCEL # 3: The SW 1/4 of the NW 1/4 of the SE 1/4 Less the North 10 feet thereof.

All above parcels are located in Section 9, Township 18 South, Range 24 East, Lake County, Florida, and are subject to any existing road ways.

Less and except the following:

Description : Lot 1

A parcel of land lying within Section 9, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 9; thence N89°01'17"E, along the North boundary line of the Southeast 1/4 of said Section 9 and along the centerline of Griffin Avenue (50 foot wide) a distance of 993.88 feet; thence S00°29'38"E. a distance of 25.00 feet to the South right of way of Griffin Avenue and the Point of Beginning; Thence N89°01'17"E along said South right of way line a distance of 331.28 feet to a point on the East boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence departing from said South right of way line and along said East boundary line S00°27'39"E, a distance of 648.22 feet; thence departing from said East boundary line S88°54'56"W, a distance of 330.91 feet; thence N00°29'38"W, along the West boundary line of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 9 a distance of 648.83 feet, to the Point of Beginning; Containing 4.929 Acres of land, more or less.

ALSO:

The North Quarter of the Southwest Quarter of the Southeast Quarter of Section 9, Township 18 South, Range 24 East, Lake County, Florida. ALSO an easement for ingress and egress over and across the West 6 feet of the Northwest Quarter of the Southeast Quarter and the East 6 feet of the Northeast Quarter of the Southwest Quarter, all in Section 9, Township 18 South, Range 24 East.

DONALD A. GRIFFEY
LICENSED
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 38790
20-14

GRIFFEY ENGINEERING
406 N. CENTER STREET
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FLORIDA CERT. OF AUTH # 8082

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PALM BEACH GARDENS, FL 33410
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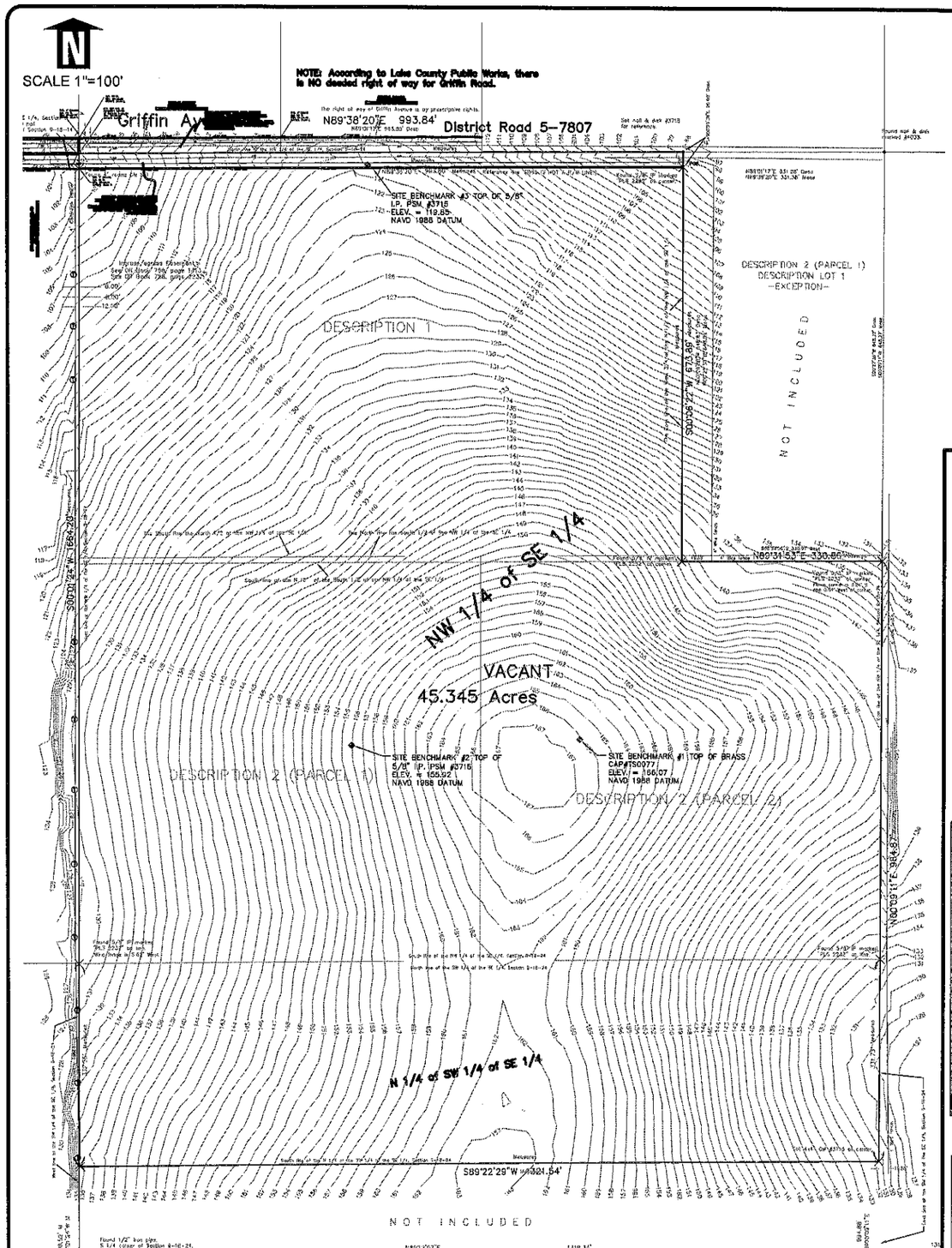
FAX (561) 799-8003

PRELIMINARY PLAT OF HILLTOP

COVER

REV. # DATE	DRAWN BY: D.M.K.
	CHECKED BY: D.A.G.
	DRAWING #: 10037_9.DWG
	PROJECT #: 10037SUB
DATE: 01-27-14	SCALE: AS NOTED

SHEET 1 OF 5



BOUNDARY & TOPOGRAPHIC SURVEY
BY
McGLOHORN
LAND SURVEYOR, INC.
P.O. BOX 490061
1501 ARKON DRIVE
LEESBURG, FLORIDA 34749
TEL (352) 326-5089

FIELD DATE 02-20-06

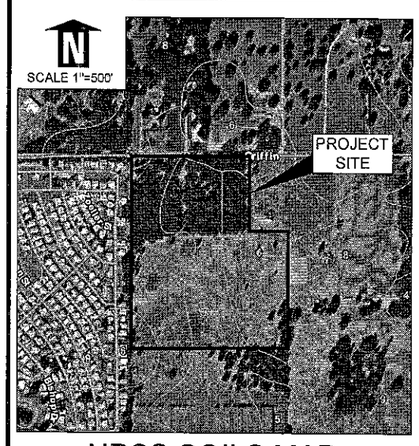
NOTES

1. The descriptions and indications for this survey were furnished by client. This topographic survey is based on "Boundary Survey" dated November 8, 2005.
2. Bearings based on an established public system (Florida State Plane Coordinates, North Zone, NAD 1983 HARN). Elevations are based on Lake County NGVD 1929.
3. This property is subject to all easements, rights-of-way and restrictions of record.
4. This Surveyor assumes no responsibility for the marketable title of this property. This property is subject to any and all of the County, State and Federal Planning and Zoning Regulations.
5. Any copies of this Survey not signed and sealed with embossed or inkjet seal bearing the name and number of the surveyor in responsible charge are invalid. The field work was performed on the date shown and the survey of the field work conforms to the minimum standards and tolerances for the surveyor's profession and for such other purposes as may be specified in the Rules of Practice for the Surveyor's profession and registration number appears hereon.
6. No utilities were located other than above, no underground utilities or improvements were located other than shown.
7. Fences were located only where dimensioned and may not run straight commonly of known, if any, reference.
8. The Zoning and the survey data and address environmental analysis, are the responsibility of others, if any, unless shown on the face of the hereunto affixed.
9. The Primary Benchmark used for the elevations shown hereon was [illegible] Road and U.S. Highway No. 441. Elevation = [illegible] NGVD 1929.

ADJACENT PARCEL DATA

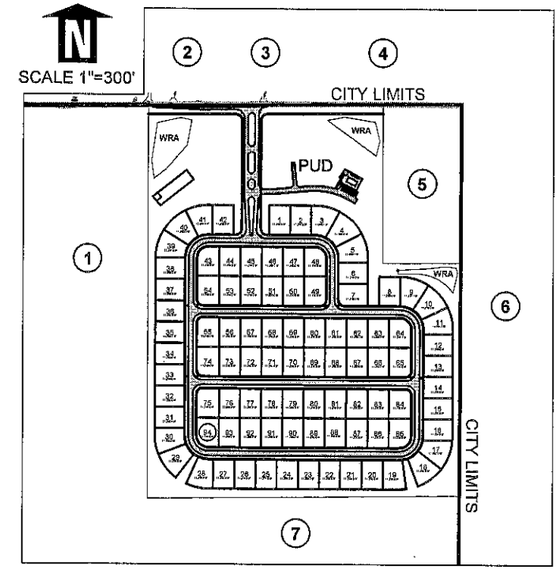
1	MH-9 (LADY LAKE)	ALT KEY 1584825
2	A (COUNTY)	ALT KEY 2500042
3	R-1 (COUNTY)	ALT KEY 1238099
4	A (COUNTY)	ALT KEY 1238226
5	AG-1 (LADY LAKE)	ALT KEY 3816070
6	A (COUNTY)	ALT KEY 1238188
7	PFD (LADY LAKE)	ALT KEY 1238081

FIRE PROTECTION NOTE:
Fire protection will be provided per Town regulations.



PROJECT SOILS
6 - Apopka sand, 5 to 12 percent slopes
8 - Candler sand, 0 to 5 percent slopes
9 - Candler sand, 5 to 12 percent slopes

NRCS SOILS MAP



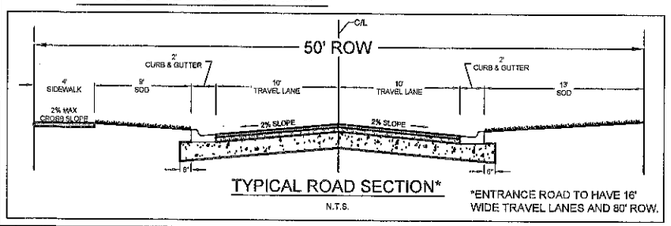
ADJACENT PARCEL MAP

PROJECT DATA

PROJECT AREA:	44.43 Acres
ZONING:	PUD
LAND USE:	SINGLE FAMILY MED. DENSITY
NO. OF LOTS:	94
LOT SIZE:	90x125 (11,250 SF)
OPEN SPACE:	13.28 Acres (29.9%)
LANDSCAPE BUFFER:	CLASS "A" (10')
WETLAND AREA:	0.00 Acres
FLOOD ZONE:	X (FIRM 12069C0170E, 12-18-12)
WATER:	ON-SITE PUBLIC SUPPLY
SEWER:	INDIVIUDAL SEPTIC
STORMWATER:	ON-SITE DRY RETENTION
PHASING:	SINGLE-PHASE
MAX. BLDG. HEIGHT:	35'
CANOPY TREES REQ'D. PER LOT:	TWO (2)
MAX. IMP. SURFACE RATIO (ORD. 2013-02):	60%
STREET DEDICATION:	TOWN OF LADY LAKE
STREET LENGTH:	HILLCREST DRIVE (575 LF) COMMUNITY LOOP (3559 LF) VALLEY VIEW LANE (600 LF) HIGHLANDS DRIVE (960 LF)
STORM DEDICATION:	TOWN OF LADY LAKE

OPEN SPACE TO BE MAINTAINED BY HOA
OPEN SPACE FOR PASSIVE & ACTIVE RECREATION

UTILITY AND DRAINAGE EASEMENTS TO BE 10' IN COMBINATION, ALONG FRONT, SIDE AND REAR YARDS (PER LDR CH. 8, SEC 8-5d.)



TYPICAL ROAD SECTION*
N.T.S.
*ENTRANCE ROAD TO HAVE 16' WIDE TRAVEL LANES AND 80' ROW.

ACTIVE RECREATION DATA

POOL/CABANA:	4,704 S.F.
DOG PARK/TOT-LOT:	9,000 S.F.
EXCERCISE PATH:	26,407 S.F.
TOTAL:	40,111 S.F.
OPEN SPACE:	578,384 S.F.
PERCENT ACTIVE REC:	6.9%

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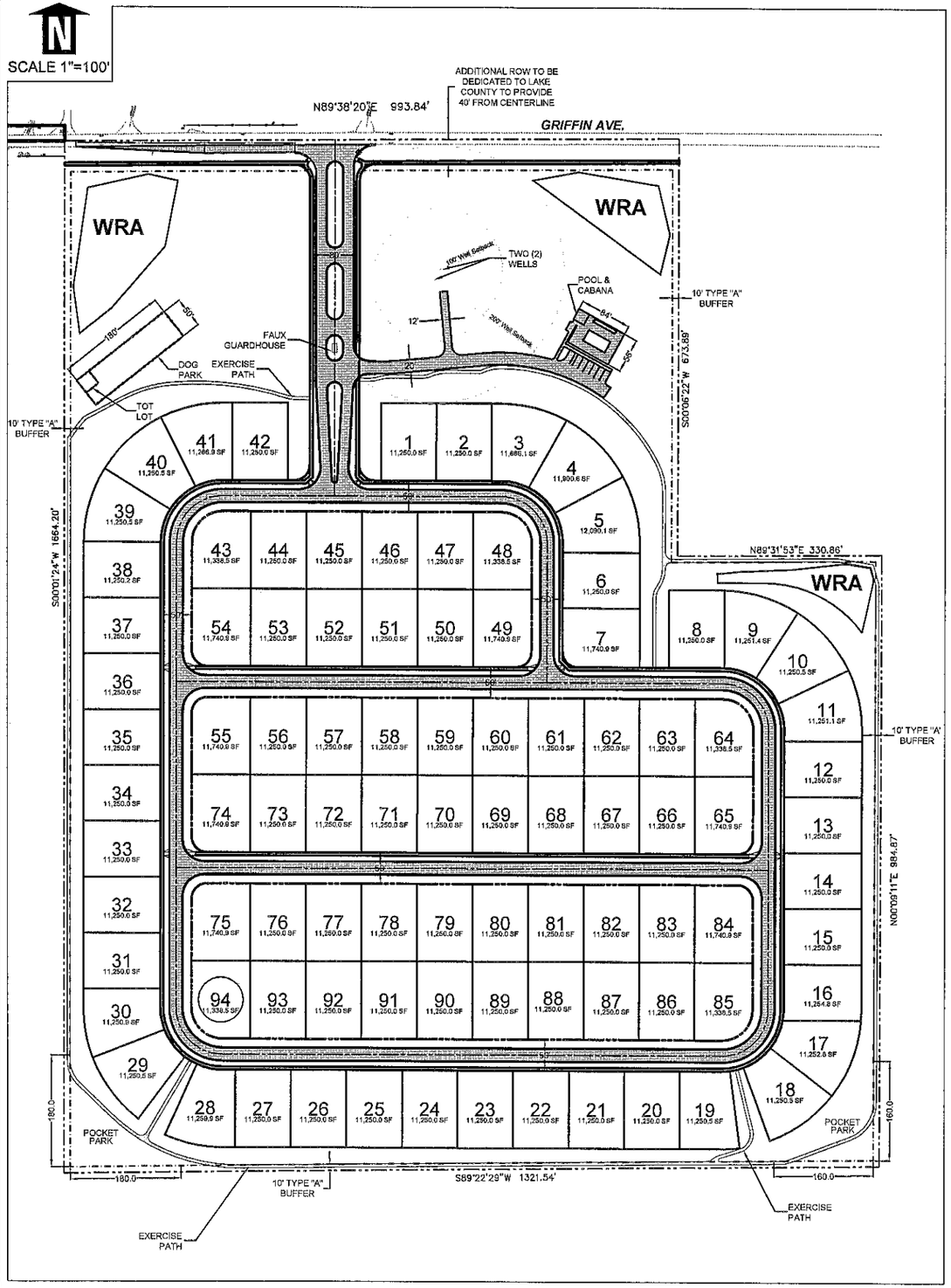
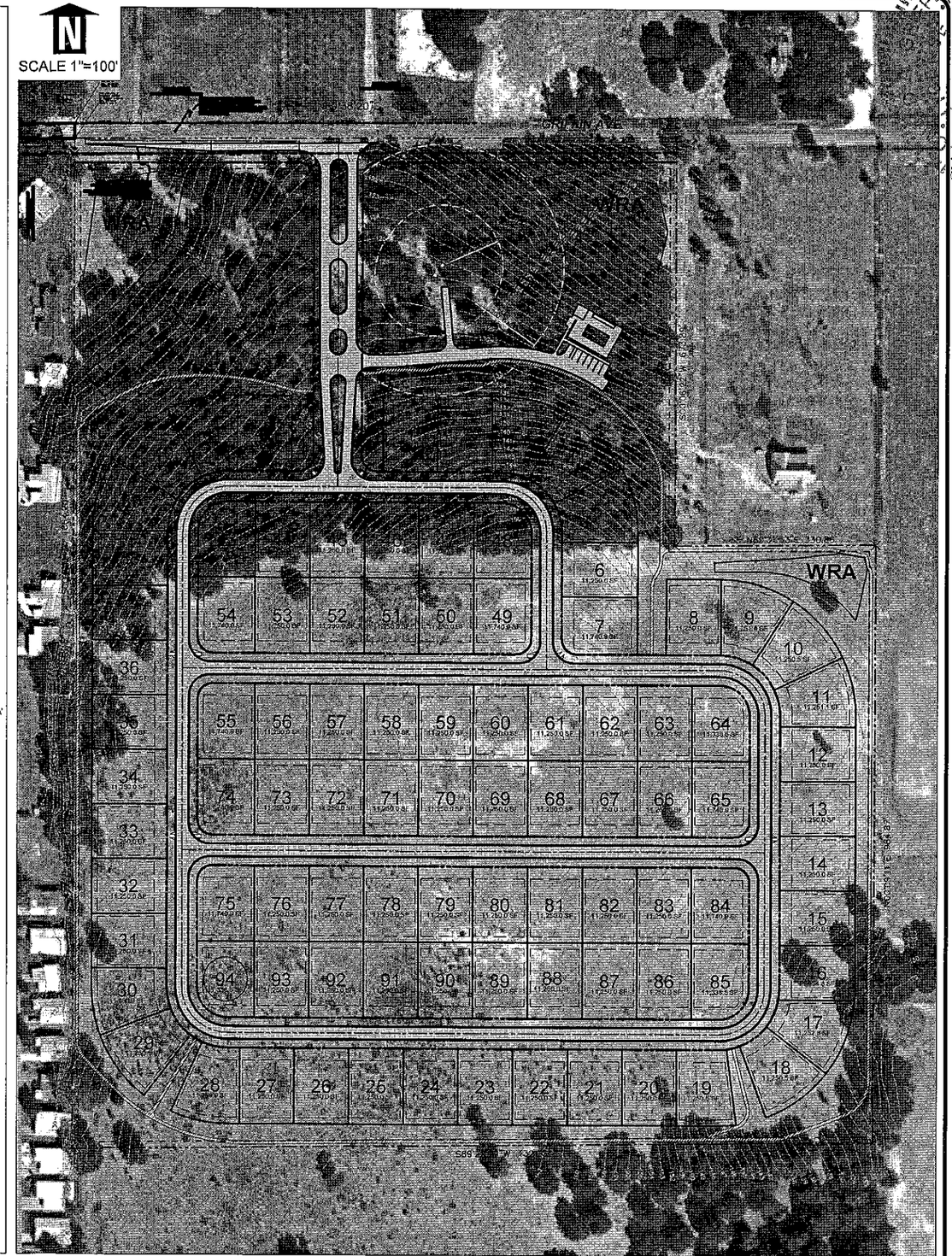
PRELIMINARY PLAT OF HILLTOP

SURVEY & DETAILS

REV. #	DATE	DRAWN BY: D.M.K.
		CHECKED BY: D.A.G.
	02-19-14	DRAWING #: 10037_B.DWG
	01-30-14	PROJECT #: 10037SUB
DATE:	01-27-14	SCALE: AS NOTED

SHEET 2 OF 5





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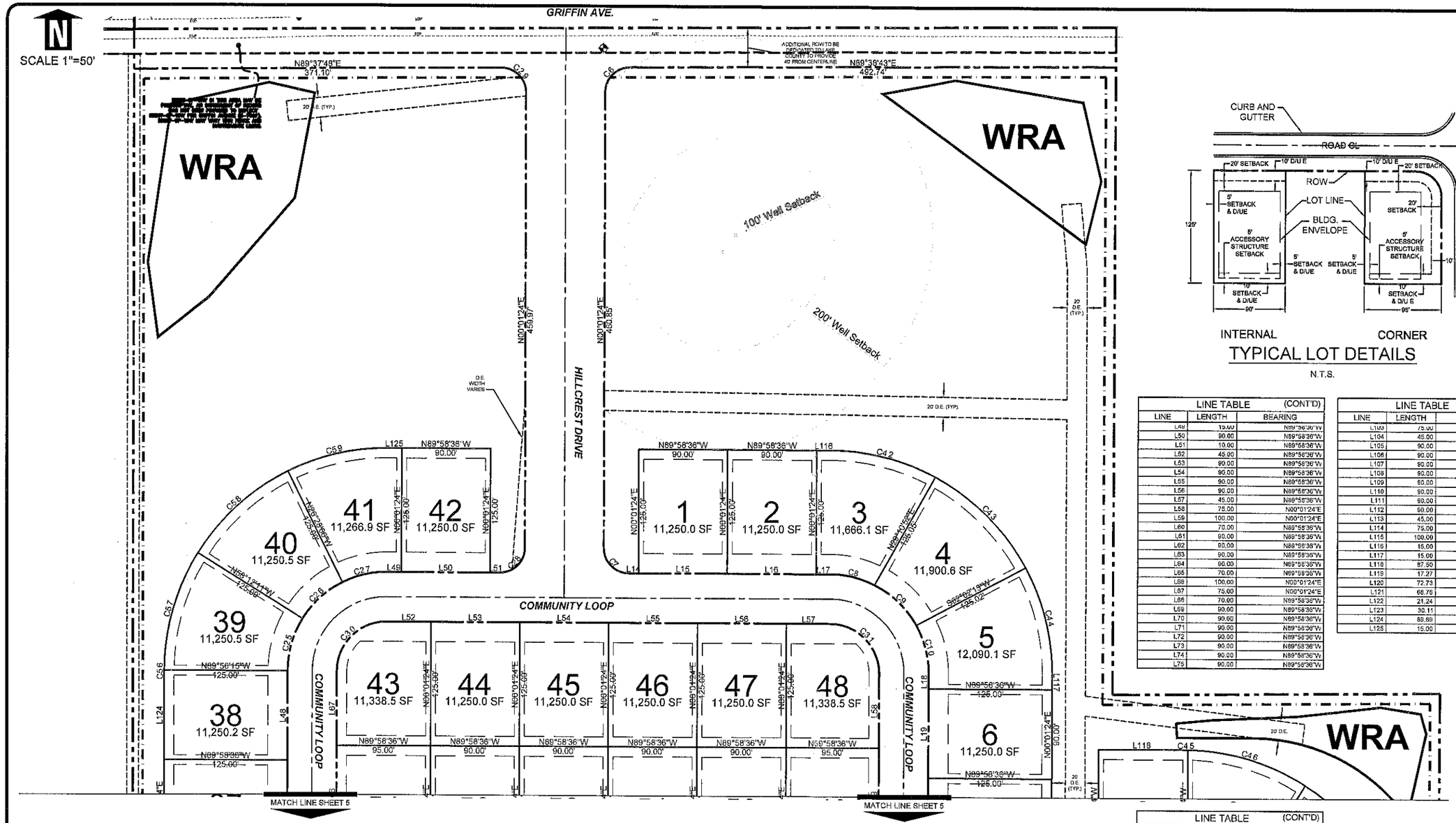
PRELIMINARY PLAT OF HILLTOP

LAYOUT - OVERALL

REV. # DATE	DRAWN BY: D.M.K.
	CHECKED BY: D.A.G.
	DRAWING #: 10037_9.DWG
01-30-14	PROJECT #: 10037SUB
DATE: 01-27-14	SCALE: AS NOTED

SHEET 3 OF 5



TYPICAL LOT DETAILS

N.T.S.

LINE TABLE (CONT'D)		
LINE	LENGTH	BEARING
L49	15.00	N89°58'36"W
L50	90.00	N89°58'36"W
L51	10.00	N89°58'36"W
L52	45.00	N89°58'36"W
L53	90.00	N89°58'36"W
L54	90.00	N89°58'36"W
L55	90.00	N89°58'36"W
L56	90.00	N89°58'36"W
L57	45.00	N89°58'36"W
L58	75.00	N00°01'24"E
L59	100.00	N00°01'24"E
L60	70.00	N89°58'36"W
L61	90.00	N89°58'36"W
L62	90.00	N89°58'36"W
L63	90.00	N89°58'36"W
L64	90.00	N89°58'36"W
L65	70.00	N89°58'36"W
L66	100.00	N00°01'24"E
L67	75.00	N00°01'24"E
L68	70.00	N89°58'36"W
L69	90.00	N89°58'36"W
L70	90.00	N89°58'36"W
L71	90.00	N89°58'36"W
L72	90.00	N89°58'36"W
L73	90.00	N89°58'36"W
L74	90.00	N89°58'36"W
L75	90.00	N89°58'36"W

LINE TABLE (CONT'D)		
LINE	LENGTH	BEARING
L103	75.00	N00°01'24"E
L104	45.00	N89°58'36"W
L105	90.00	N89°58'36"W
L106	90.00	N89°58'36"W
L107	90.00	N89°58'36"W
L108	90.00	N89°58'36"W
L109	90.00	N89°58'36"W
L110	90.00	N89°58'36"W
L111	90.00	N89°58'36"W
L112	90.00	N89°58'36"W
L113	45.00	N89°58'36"W
L114	75.00	N00°01'24"E
L115	100.00	N00°01'24"E
L116	15.00	N89°58'36"W
L117	15.00	N00°01'24"E
L118	87.50	N89°58'36"W
L119	17.27	N00°01'24"E
L120	72.73	N00°01'24"E
L121	68.76	S89°58'36"E
L122	21.24	S89°58'36"E
L123	30.11	N00°01'24"E
L124	89.89	N00°01'24"E
L125	15.00	N89°58'36"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DIRECTION	CHORD
C1	117.81	75.00	N44°58'36"W	106.07
C2	117.81	75.00	N44°58'36"W	106.07
C3	117.81	75.00	N45°01'24"E	106.07
C4	117.81	75.00	S44°58'36"E	106.07
C5	117.81	75.00	S45°01'24"W	106.07
C6	39.10	25.00	S44°49'52"W	35.24
C7	39.27	25.00	S44°58'36"E	35.36
C8	46.62	100.00	N76°38'56"W	46.10
C9	59.36	100.00	N46°18'52"W	58.50
C10	51.19	100.00	N14°36'32"W	50.63
C11	39.27	25.00	S44°58'36"E	35.36
C12	2.50	100.00	N89°15'38"W	2.50
C13	54.43	100.00	N72°57'04"W	53.76
C14	56.39	100.00	N41°29'27"W	54.68
C15	44.76	100.00	N12°48'01"W	44.39
C16	17.36	100.00	N04°59'45"E	17.34
C17	48.89	100.00	N23°55'03"E	48.21
C18	56.39	100.00	N53°44'04"E	54.68
C19	22.57	100.00	N76°04'02"E	22.52
C20	13.07	100.00	N86°16'41"E	13.06
C21	42.36	100.00	S77°50'26"E	42.05
C22	22.47	100.00	S59°16'03"E	22.42
C23	56.39	100.00	S36°57'47"E	54.68

CURVE TABLE (CONT'D)				
CURVE	LENGTH	RADIUS	CHORD DIRECTION	CHORD
C24	36.86	100.00	S10°32'11"E	36.65
C25	55.35	100.00	S15°55'12"W	54.65
C26	55.42	100.00	S47°39'16"W	54.71
C27	46.24	100.00	S76°48'39"W	45.83
C28	39.27	25.00	N45°01'24"E	35.36
C29	39.44	25.00	N45°10'08"W	35.47
C30	78.54	50.00	S45°01'24"W	70.71
C31	78.54	50.00	N44°58'36"W	70.71
C32	39.27	25.00	N45°01'24"E	35.36
C33	39.27	25.00	S44°58'36"E	35.36
C34	39.27	25.00	S45°01'24"W	35.36
C35	78.54	50.00	N44°58'36"W	70.71
C36	39.27	25.00	N45°01'24"E	35.36
C37	39.27	25.00	S44°58'36"E	35.36
C38	39.27	25.00	S45°01'24"W	35.36
C39	39.27	25.00	N44°58'36"W	35.36
C40	78.54	50.00	N45°01'24"E	70.71
C41	78.54	50.00	S44°58'36"E	70.71
C42	110.14	225.00	N75°57'14"W	109.04
C43	131.04	225.00	N45°14'45"W	129.20
C44	112.25	225.00	N14°18'07"W	111.09
C45	2.50	225.00	N89°39'30"W	2.50
C46	125.58	225.00	N73°20'57"W	123.97

CURVE TABLE (CONT'D)				
CURVE	LENGTH	RADIUS	CHORD DIRECTION	CHORD
C47	124.62	225.00	N41°29'27"W	123.03
C48	100.72	225.00	N12°48'01"W	99.88
C49	17.28	225.00	N02°13'28"E	17.28
C50	131.33	225.00	N21°08'47"E	129.47
C51	124.62	225.00	N53°44'04"E	123.03
C52	29.41	225.00	N86°18'41"E	29.39
C53	95.32	225.00	S77°50'26"E	94.61
C54	124.62	225.00	S36°57'47"E	123.03
C55	82.93	225.00	S10°32'11"E	82.47
C56	0.15	225.00	S00°02'34"W	0.15
C57	124.62	225.00	S15°55'47"W	123.03
C58	124.62	225.00	S47°39'52"W	123.03
C59	104.03	225.00	S76°46'39"W	103.11

LINE TABLE		
LINE	LENGTH	BEARING
L1	575.41	N00°01'24"E
L2	270.00	N89°58'36"W
L3	225.00	N00°01'24"E
L4	285.00	N89°58'36"W
L5	225.00	N00°01'24"E
L6	225.00	N00°01'24"E
L7	810.00	N89°58'36"W
L8	225.00	N00°01'24"E
L9	300.00	N00°01'24"E
L10	225.00	N00°01'24"E
L11	180.00	N89°58'36"W
L12	600.00	N89°58'36"W
L13	960.00	N89°58'36"W
L14	10.00	N89°58'36"W
L15	90.00	N89°58'36"W
L16	90.00	N89°58'36"W
L17	15.00	N89°58'36"W
L18	15.00	N00°01'24"E
L19	90.00	N00°01'24"E
L20	70.00	N00°01'24"E
L21	100.00	N89°58'36"W
L22	47.50	N89°58'36"W
L23	87.50	N89°58'36"W
L24	17.27	N00°01'24"E

LINE TABLE (CONT'D)		
LINE	LENGTH	BEARING
L25	90.00	N00°01'24"E
L26	90.00	N00°01'24"E
L27	90.00	N00°01'24"E
L28	90.00	N00°01'24"E
L29	72.73	N00°01'24"E
L30	68.76	N89°58'36"W
L31	90.00	N89°58'36"W
L32	90.00	N89°58'36"W
L33	90.00	N89°58'36"W
L34	90.00	N89°58'36"W
L35	90.00	N89°58'36"W
L36	90.00	N89°58'36"W
L37	90.00	N89°58'36"W
L38	90.00	N89°58'36"W
L39	21.24	N89°58'36"W
L40	30.11	N00°01'24"E
L41	90.00	N00°01'24"E
L42	90.00	N00°01'24"E
L43	90.00	N00°01'24"E
L44	90.00	N00°01'24"E
L45	90.00	N00°01'24"E
L46	90.00	N00°01'24"E
L47	90.00	N00°01'24"E
L48	89.89	N00°01'24"E

LINE TABLE (CONT'D)		
LINE	LENGTH	BEARING
L76	90.00	N89°58'36"W
L77	45.00	N89°58'36"W
L78	75.00	N00°01'24"E
L79	100.00	N00°01'24"E
L80	70.00	N89°58'36"W
L81	90.00	N89°58'36"W
L82	90.00	N89°58'36"W
L83	90.00	N89°58'36"W
L84	90.00	N89°58'36"W
L85	90.00	N89°58'36"W
L86	90.00	N89°58'36"W
L87	90.00	N89°58'36"W
L88	90.00	N89°58'36"W
L89	70.00	N89°58'36"W
L90	100.00	N00°01'24"E
L91	100.00	N00°01'24"E
L92	70.00	N89°58'36"W
L93	90.00	N89°58'36"W
L94	90.00	N89°58'36"W
L95	90.00	N89°58'36"W
L96	90.00	N89°58'36"W
L97	90.00	N89°58'36"W
L98	90.00	N89°58'36"W
L99	90.00	N89°58'36"W
L100	90.00	N89°58'36"W
L101	70.00	N89°58'36"W
L102	100.00	N00°01'24"E

DONALD A. GRIFFEY
STATE OF FLORIDA
LICENSED PROFESSIONAL ENGINEER
No 36799
DONALD A. GRIFFEY
GRIFFEY ENGINEERING
406 N. CENTER STREET
EUSTIS, FLORIDA 32726
PHONE [352] 357-3528
FAX [352] 357-3219
FLORIDA CERT. OF AUTH # 8082

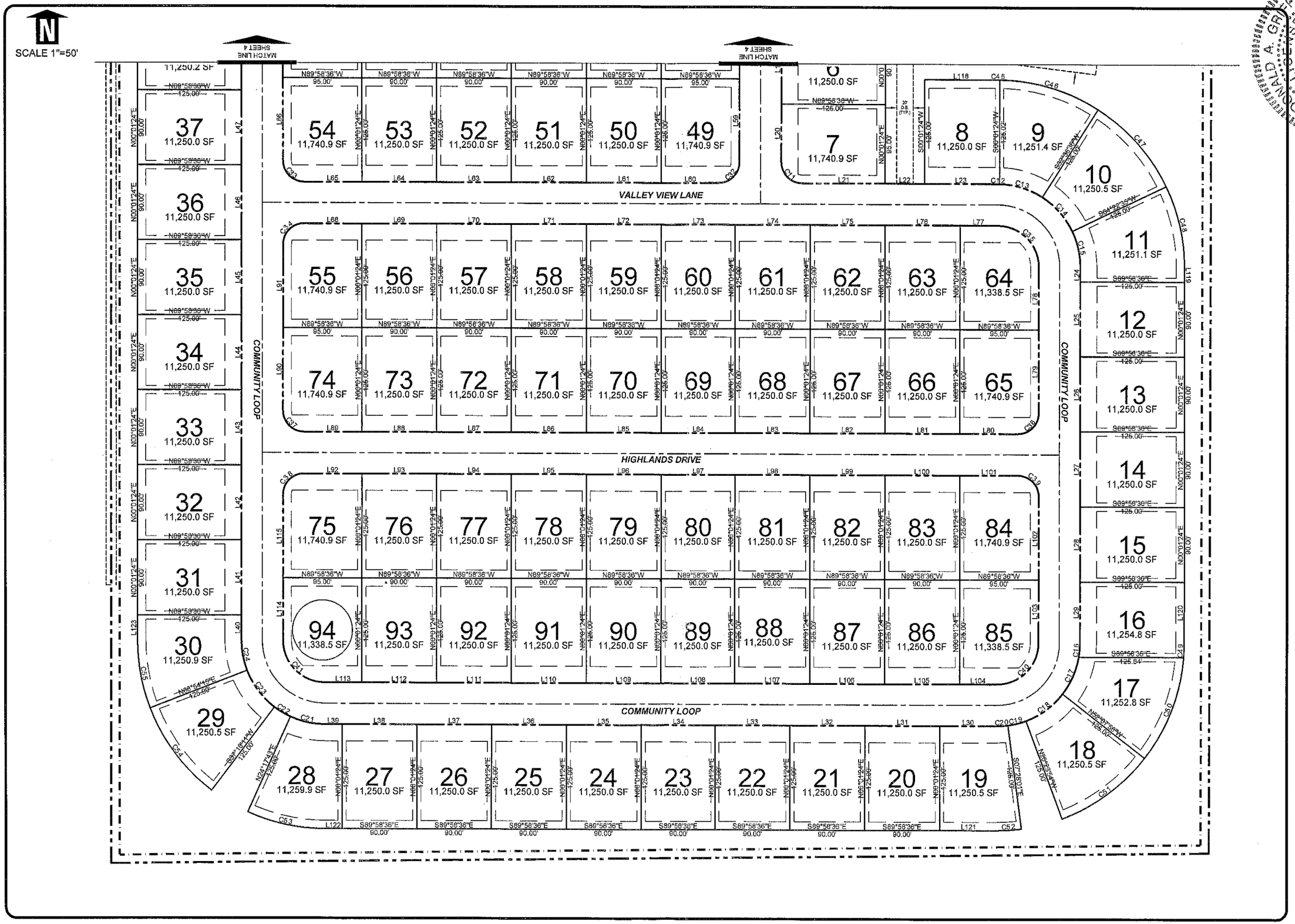
JENNINGS CONSTRUCTION SERVICES CORPORATION
3930 RCA BOULEVARD, SUITE 3008
PALM BEACH GARDENS, FL 33410
PHONE (561) 799-8002
FAX (561) 799-8003

PRELIMINARY PLAT OF HILLTOP

LAYOUT - NORTH

REV. # DATE	DRAWN BY: D.M.K.
	CHECKED BY: D.A.G.
	DRAWING #: 10037_B.DWG
01-30-14	PROJECT #: 10037SUB
DATE: 01-27-14	SCALE: AS NOTED

SHEET 4 OF 5



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FLORIDA CERT. OF AUTH # 8062

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PALM BEACH GARDENS, FL 33410
PHONE (561) 799-8002
FAX (561) 799-8003

PRELIMINARY PLAT OF HILLTOP

LAYOUT - SOUTH

REV. #	DATE	
		DRAWN BY: D.M.K.
		CHECKED BY: D.A.G.
		DRAWING #: 10037_9.DWG
		PROJECT #: 10037SUB
DATE: 01-27-14		SCALE: AS NOTED

SHEET 5 OF 5

K-10

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: March 3, 2014

SUBJECT: Consideration of continuing the contract with Makholm Law Group for the purpose of conducting legal review of police procedure.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION:

Approval to continue the contract with Makholm Law Group for the purpose of conducting legal review of police policy/procedure.

SUMMARY: During the January 6, 2014, Town Commission meeting, approval was given to enter into an agreement with the Makholm Law Group to review new police procedures for legal sufficiency. This service is not covered under the Town's existing policy with PRM. The Commission imposed an initial financial limit not to exceed $3000.00 without requiring re-approval. That initial expenditure has now been exhausted. The total expense for review of all police procedures is not anticipated to exceed $8000.00 total. An additional $5000.00 is requested to complete this task.

FISCAL IMPACT: $5000

(001-1401-514-3112)

[ ] Capital Budget
[ ] Operating
[X] Other – PD Legal

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

[ ] Other

[X] Support Documents – Fee Agreement from Makholm Law Group

DEPARTMENT HEAD	Submitted	Date 02/24/2014
HR	Approved as to Form	Date 02-24-14
FINANCE DEPARTMENT JRM	Approved as to Budget Requirements	Date 2/24/14
TOWN MANAGER	Approved Agenda Item for: 3/3/14	Date 2/24/14

Reviewed JW

COMMISSION ACTION:

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

[ ] Continued to Date Certain [ ] Approved with Modification

THE MAKHOLM Law Group

JOHN A. MAKHOLM

FEE AND COST AGREEMENT

The undersigned client TOWN OF LAKE LAKE, Florida does hereby retain and employ the law firm of *JOHN A. MAKHOLM, P.A.*, dba: *THE MAKHOLM LAW GROUP* for the limited purpose of conducting **Lady Lake Police Department Policy Review** upon the following terms:

RETAINER AMOUNT: $3000.00 to commence working on the policy review;
$150.00 per hour for Attorney
$75.00 per hour for Paralegal/Secretary Services.

SERVICES TO BILLED AGAINST RETAINER AND ONCE DEPLETED WILL BE BILLED DIRECTLY TO THE TOWN OF LADY LAKE PROVIDED THE TOWN OF LADY LAKE APPROVES. The Makholm Law Group fees for the services provided pursuant to this agreement shall not exceed the $3000.00 retainer unless the Town of Lady Lake approves in advance in writing.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date that this contract was signed, as shown below and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed after notice of cancellation.

DATED this 15th day of January, 2014.

The above agreement is hereby accepted by:

TOWN OF LADY LAKE
TOWN MANAGER

JOHN A. MAKHOLM, ESQUIRE
THE MAKHOLM LAW GROUP

L-11

RESOLUTION NO. 2014-106

A RESOLUTION OF THE TOWN OF LADY LAKE IN SUPPORT OF THE "SAFE ROUTES TO SCHOOL" PROJECT

WHEREAS, the Town of Lady Lake was awarded funding for construction of sidewalks under the Safe Routes to School Grant by the State of Florida Department of Transportation; and

WHEREAS, the State of Florida Department of Transportation and the Town of Lady Lake desires to facilitate the Rolling Acres Road Sidewalk Project Phase II; and,

WHEREAS, the State of Florida Department of Transportation has requested the Town of Lady Lake to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN 433200-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Town Commissioners of the Town of Lady Lake that the Mayor of the Town of Lady Lake is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN 433200-1-38-01.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this **3rd** day of **March**, **2014**, by the Town Commission of the Town of Lady Lake, Florida.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

DRAFT

L-12

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: MARCH 3, 2014 – FIRST READING

SUBJECT: **Ordinance No. 2014-03 - Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting an Eighth Amendment to the Amended Development Order to Add a 94 Bed Assisted Living Facility to the DRI and Remove 7,550 Square Feet of Commercial Entitlements**

DEPARTMENT: **Growth Management**

STAFF RECOMMENDED MOTION:

Staff Recommends approval of Ordinance 2014-03, providing for an amendment to the Development Order for the Tri-County Villages Development of Regional Impact to add entitlements for a 94 bed Assisted Living Facility, and removal of 7,550 square feet of commercial entitlements.

SUMMARY

Applicant, Villages of Lake-Sumter, Inc., has submitted an application for a minor amendment to the Tri-County Villages of Lake Development of Regional Impact development order. The DRI Development Order must be amended to add 94 ALF beds since the Assisted Living Facility is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 SF of commercial currently entitled on this site to ensure there is no increase in impacts from the change.

The ALF campus is to be located in the Spanish Springs area, within the Town Center Commercial (TCC) area inside of Avenida Central and U.S. Highway 27/441. While the entitlement for the use will permit this use to be placed anywhere within the TCC, it is anticipated that the development will be built on the vacant property on the corner of Avenida Central and Alvarez Avenue. The campus will consist, more specifically, of approximately 94 ALF beds containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities. The proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF as a permitted use in the Town Center Commercial category. The Town of Lady Lake Comprehensive Plan and the Zoning Designation of the property already permit the use of Assisted Living Facilities.

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 addition of 94 ALF beds while decreasing 7,550 square feet of commercial results in no increase in projected external vehicle traffic; this is demonstrated in the attached transportation analysis provided by Kimley-Horn. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 SF of commercial is needed.

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 (DEO) determination letter with the application.

Notices to inform the surrounding property owners (14) within 150' of the subject property of the proposed amendment were mailed by certified mail return receipt on January 28, 2014. The property was also posted on Tuesday, January 28, 2014. Town Attorney, Derek Schroth reviewed and approved Ordinance 2014-03 to form on January 31, 2014.

Past Actions:

The **Technical Review Committee** reviewed the application for Ordinance 2014-03 at its regular meeting on Tuesday, February 4, 2014, recommending approval to forward to the Planning and Zoning Board with a 5-0 vote.

At the February 10, 2014 meeting, the **Planning and Zoning Board** voted 3-0 to forward Ordinance 2014-03 to the Town Commission with the recommendation of approval.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2014-03 for second and final reading on Monday, March 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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DEPARTMENT HEAD	**Submitted** 2/24/14	**Date**
2-24-14 **FINANCE DEPARTMENT**	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 3/3/14	**Date** 2/24/14

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

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

[ ] Approved with Modification

ORDINANCE NO. 2014-03

AN ORDINANCE OF THE TOWN COMMISSION OF LADY LAKE, FLORIDA, ADOPTING AN EIGHTH 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; and 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.

WHEREAS, on January 2, 2014, The Villages of Lake-Sumter, Inc. submitted its 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 Commission 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 January 2, 2014, the Developer 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:
   - To add Assisted Living Facility as a permitted use in areas designated as Town Center Commercial on the Map H.
   - Amend Map H-1 to add 94 ALF beds and reduce commercial by 7,550 SF (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 eighth 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 Eighth 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 DRI Phase Allocation Table (Map H-1) (revised January, 2014) and Phasing Chart is hereby adopted for the Tri-County Villages DRI and a copy is attached and incorporated herein as **EXHIBIT 1**.

   b. Add ALF as permitted use. Amend Map H-1 to add ALF as a permitted use in the Town Center Commercial land use category (see **EXHIBIT 1**).

c. Amend Development Entitlements. Amend Map H-1 by adding 94 ALF beds and reducing commercial entitlements by 7,550 square feet (see **EXHIBIT 1**).

d. 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.

e. Definitions. That the definitions found in Chapter 380, F.S. (2013) shall apply to this amendment to the ADO.

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

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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

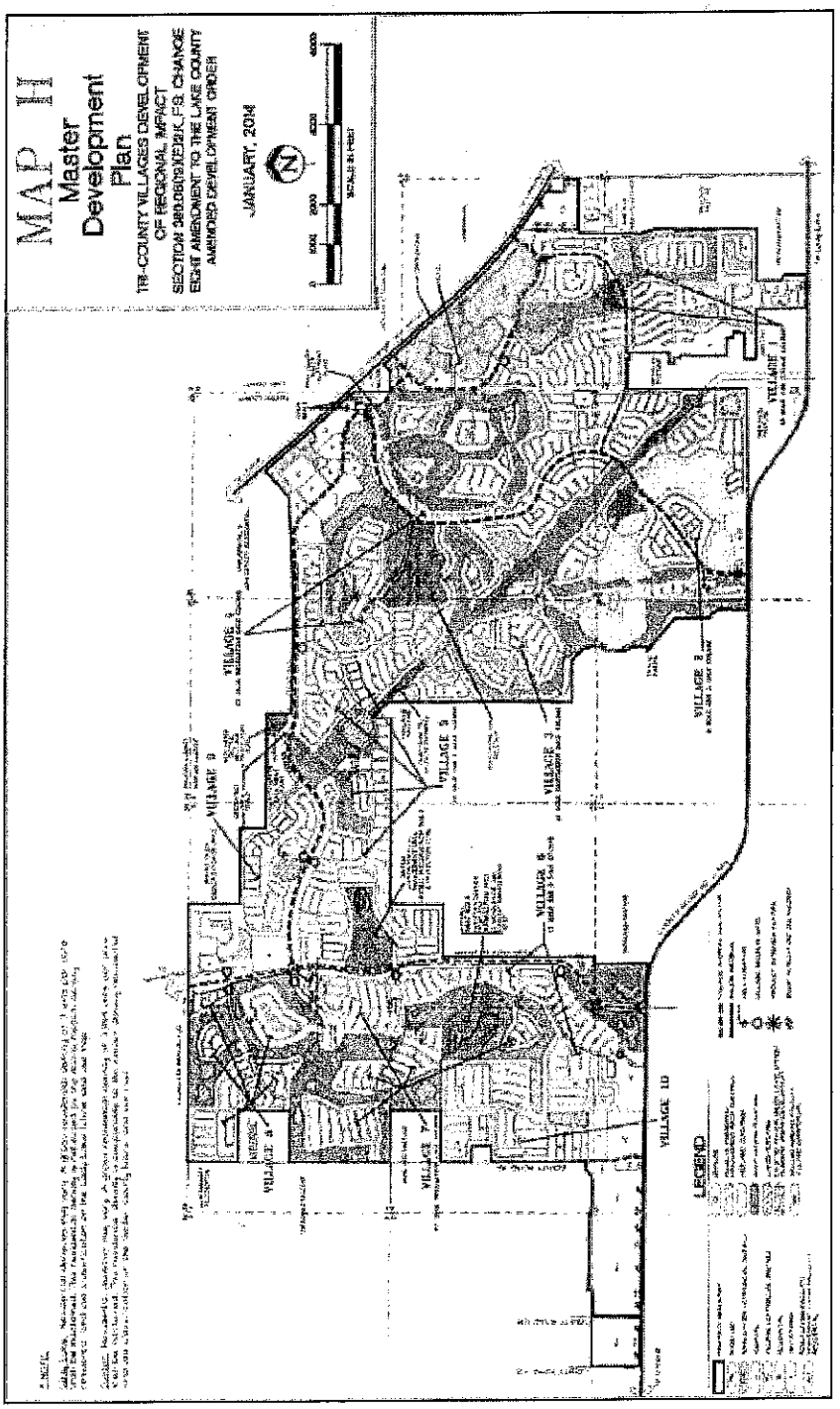
ATTACHMENTS

EXHIBIT 1 Master Development Plan, Map H-1 (Revised January, 2014)

EXHIBIT 2 Legal Description of the Tri-County Villages DRI Lake County

EXHIBIT 1

MASTER DEVELOPMENT PLAN,
MAP H-1
(REVISED JANUARY, 2014)



MAP H-1

Master Development Plan

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

JANUARY, 2014

LAND USE ALLOCATIONS

LAND USE	THE VILLAGES OF LAKE (CDD SOUTH/LAKE CO.)			THE VILLAGES OF SUMTER (CDD WESTWATER TR. CO.)			TOTALS		
	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER	ACRES	UNITS/S.F.	OTHER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

PHASING SCHEDULE

LAND USE	EXISTING PRE 1995	1 1995-1999	2 1995-1999	3 2000-2004	4 2005-2009	5 2010-2014	TOTALS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXHIBIT 2

VILLAGES DRI'S LEGAL DESCRIPTIONS

TRI-COUNTY VILLAGES
DEVELOPMENT OF REGIONAL IMPACT
LOCATED IN THE TOWN OF LADY LAKE AND
LAKE AND SUMTER COUNTIES

A TRACT OF LAND IN SECTIONS 6, 7 AND 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27 WITH THE WEST LINE OF THE SW 1/4 OF SECTION 6; THENCE ALONG SAID WEST LINE RUN S00°09'15"E TO A POINT THAT IS N00°09'15"W, 306.67 FEET OF THE SOUTHWEST CORNER OF SECTION 6; SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°44'22"E, 525.81 FEET; THENCE N48°21'06"E, 234.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF OPAL DRIVE IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO.9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37K, PUBLIC RECORDS OF LAKE COUNTY,FLORIDA; THENCE SOUTH ALONG SAID NORTHERLY PROJECTION AND ALONG SAID RIGHT-OF-WAY LINE OF OPAL DRIVE TO THE NORTHWEST CORNER OF LOT 60,BLOCK 53, ORANGE BLOSSOM HILLS, SOUTH, UNIT 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37H, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 60;THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 39 OF AFORESAID BLOCK 53; ALSO BEING THE INTERSECTION OF WITH THE NORTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE SOUTHWESTERLY ACROSS SAID DAKOTA AVENUE TO THE NORTHEAST CORNEROF BLOCK 45, ORANGE BLOSSOM HILLS, SOUTH, UNIT 5,ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 18; THENCE AGAIN CONTINUE SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF GOVERNMENT LOT 7 IN SECTION 18; THENCE WEST TO THE SOUTHWEST CORNER OF AFORESAID N1/2 OF GOVERNMENT LOT 7; THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 7, RUN S00°24'25"E, 663.70 FEET TO THE NORTH LINE OF THE S1/4 OF GOVERNMENT LOT 7;. THENCE S66°37'14"E, 161.77 FEET; THENCE S00°23'19"E, 559.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 80.00 FEET WIDE); THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE EAST LINE OF GOVERNMENT LOT 6 IN SECTION 18; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S89°41'00"W, 726.2 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 707, PAGE 359, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCEALONG AFORESAID EAST LINE

RUN N00°23'52"W, 1288.10 FEET, MORE OR LESS, TO THE SOUTH LINE OF ORANGE BLOSSOM HILLS, SOUTH, UNIT NO.2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37D, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG AFORESAID SOUTH LINE OF UNIT NO.2 RUN WEST TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37C, PUBLIC RECORDS LAKE COUNTY, FLORIDA; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ALABAMA AVENUE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 13 OF AFOREMENTIONED UNIT NO.1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6, THENCE EAST TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 13 OF SAID UNIT NO.1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 41; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ARIZONA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ARIZONA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 12 OF SAID UNIT NO.1;THENCE EAST TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 12 OF SAID UNIT NO. I; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 36, BLOCK 12 OF SAID UNIT NO.1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 36; SAID POINT ALSO LYING ON THE SOUTHRIGHT-OF-WAY LINE OF ARKANSAS AVENUE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 35, SAID BLOCK 12; THENCE NORTH ACROSS SAID ARKANSAS AVENUE TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 11 OF AFOREMENTIONED UNIT NO.1; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID ARKANSAS AVENUE; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 24, BLOCK11; SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE CONTINUE WEST ACROSS DIANA DRIVE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNEROF LOT 67 OF SAID BLOCK4; SAID POINT ALSO LYING ONTHE SOUTH RIGHT-OF-WAY LINE OF CALIFORNIA AVENUE; THEN CONTINUE NORTH ACROSS SAID CALIFORNIA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 5 OF SAID UNIT NO.1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 SAID BLOCK 5; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF CAROLINA AVENUE; THENCE CONTINUE NORTH ACROSS SAID CAROLINA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 6 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 OF SAID BLOCK 6; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE NORTHEASTERLY ACROSS SAID COLORADO AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 7 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 68 OF SAID BLOCK 7; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DELAWARE AVENUE; THENCE CONTINUE NORTH ACROSS SAID DELAWARE AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37E, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-

WAY LINE OF SAID DELAWARE AVENUE; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 26 OF SAID UNIT NO.3; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 64 OF SAID BLOCK 26; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 60 OF SAID BLOCK 26; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 60; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE CONTINUE NORTH ACROSS DAKOTA AVENUE TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 27 OF SAID UNIT NO.3; SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DAKOTA AVENUE; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 27; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY OF DIANA DRIVE TO THE SOUTHEAST CORNER OF LOT 70, BLOCK 30 OF SAID UNIT NO.3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 64 OF SAID BLOCK 30; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 64; SAID POINT BEING ON THE SOUTH RIGHT-OF WAY LINE OF ILLINOIS AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAXON DRIVE; SAID POINT ALSO BEING ON THE WEST LINE OF THE NW 1/4 OF SECTION 18; THENCE ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SECTION 7 AND 6 RUN NORTH TO THE POINT OF BEGINNING.

AND THAT PORTION OF TRACT "A" OF OAK MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND THAT PORTION OF THE NORTH 3/4 OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY 441/27, LESS RIGHT OF WAY FOR ROLLING ACRES ROAD AND LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH X 4 INCH CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 14, OAK MEADOWS AS RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1677, PAGE 549, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N 00°13'28"E. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 356.19 FEET; THENCE N 14°05'30" W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 23.18 FEET TO A 5/8 INCH IRON ROD, LB 4475,

FOR A POINT OF BEGINNING; THENCE N 89°46'46" W, A DISTANCE OF 297.17 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE N 00°13'14" E A DISTANCE OF 485.24 FEET TO A 3 INCH ROUND CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 & 441 AS DESCRIBED IN OFFICIAL RECORDS BOOK 68, PAGE 619, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S 58°17'18" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 314.30 FEET TO A 5/8 INCH IRON ROD, LB 4475, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY,HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 29°04'03"E. AND A CHORD DISTANCE OF 24.41 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°26'30" AND A DISTANCE OF 25.50 FEET TO A 5/8 INCH IRON ROD, LB 4475 MARKING THE POINT OF TANGENCY, SAID POINT LYING ON SAID WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: S 00°13'28" W. A DISTANCE OF 232.21 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE S 14°05'30" E. A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOTS 7 THROUGH 9, BLOCK 82, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 8 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37J, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND LESS LOTS 1 THROUGH 9, BLOCK 11, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO.1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND A TRACT OF LAND IN SECTIONS 1,2,3,4,9,8,10,11,12,13,14,15,16, AND 17 TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHWEST CORNER OF THE S1/2 OF THE SE1/4 OF SECTION 9; FROM SAID POINT OF BEGINNING RUN NORTH TO THE NORTHWEST CORNER OF AFORESAID S1/2 OF SE 1/4; THENCE EAST TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE1/4 OF SECTION 9; THENCE NORTH TO THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 9; THENCE WEST TO THE SOUTHWEST CORNER OF THE N1/2 OF THE NE1/4; THENCE NORTH TO THE SOUTHEAST CORNER OF THE E1/2 OFTHE SW1/4 OF SECTION 4; THENCE WEST TO THE SOUTHWEST CORNER OF SAID E1/2 OF SW1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID E 1/2 OF SW 1/4;THENCE EAST TO THE NORTHEAST CORNER OF SAID E 1/2 OF SW1/4; THENCE NORTHTO THE SOUTHEAST CORNER OF SAID NE1/4 OF THE NW 1/4 OF SECTION 4; THENCEWEST TO THE SOUTHWEST CORNER OF SAID NE1/4 OF NW 1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID NE 1/4 OF NW1/4; THENCE EAST ALONG THE NORTH LINE OF SECTION 4 TO THE NORTHWEST CORNER OF SECTION 3; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SECTION 3 TO THE NORTHEAST CORNER OF THE NW1/4 OF SECTION 3; THENCE SOUTH TO THE NORTHWEST CORNER OF THE S 1/2 OF THE NE 1/4 OF SECTION 3;

THENCE EAST TO THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 3; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF SE 1/4 OF NE 1/4 THENCE EAST TO THE NORTHWEST CORNER OF THE S 1/2 OF THE S 1/2 OF THE NW 1/4 OF SECTION 2; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SAID S1/2 OF S1/2 OF NW1/4 TO A POINT THAT IS 330 FEET WEST OF THE EAST LINE OF THE NW 1/4 OF SECTION 2; THENCE PARALLEL WITH SAID EAST LINE RUN SOUTH TO THE EAST-WEST MID-SECTION LINE OF SECTION 2; THENCE ALONG SAID MID-SECTION LINE RUN EAST TO THE NORTHWEST CORNER OF THE N 1/2 OF THE SW 1/4 OF SECTION 1; THENCE CONTINUEEAST TO THE NORTHEAST CORNER OF SAID N 1/2 OF SW 1/4; THENCE NORTHEASTERLY TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441/27 (BEING 200 FEET WIDE) WITH THE EAST BOUNDARY OF THE W1/2 OF THE NE 1/4 OF SAID SECTION 1; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHEASTERLY TO THE EAST LINE OF SECTION 1;THENCE ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 12 AND 13 RUN SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF SE1/4 OF SECTION 13;THENCE WEST TO THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4 OF SECTION 13; THENCE ALONG THE SOUTH LINE OF SAID N 1/2 OF SW 1/4 RUN WEST TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100.00 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY LINE CONTINUE WEST TO THE EASTLINE OF THE SE1/4 OF SECTION 14; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 RUN N89°45'11"W, 256.48 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 475, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF AFOREMENTIONED PROPERTY WITH THE FOLLOWING (5) COURSES: N00°29'26"E, 690.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY 170.86 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 55°56'21" AND A CHORD BEARING AND DISTANCE OF N27°28'45"W, 164.15 FEET TO THE POINT OF TANGENCY; THENCE N55°26'55"W, 176.96 FEET; THENCE N00°29'26"E, 925.00 FEET; THENCE N49°49'19"W, 1092.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 OF THE NE1/4 OF SECTION 14; SAID POINT BEING S00°21'41"E, 24.96 FEET OF THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 14;THENCE N00°21'41"W ALONG AFORESAID WEST LINE 24.96 FEET TO THE SOUTHWESTCORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 14; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF NE1/4 RUN N00°23'21"E, 1093.86 FEET; THENCE N45°13'10"E, 163.12FEET; THENCE N00°23'21"E, 252.92 FEET; THENCE N21°04'15"W, 190.48 FEET; THENCE N41°28'52"W, 274.41 FEET THENCE N 52°14'07"W, 157.86 FEET; THENCE N 89°37'47"W, 1059.81 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SECTION 11; THENCE ALONG SAID MID-SECTION LINE RUN NORTH TO THE SOUTHEAST CORNER OF THE W 1/2 OF SECTION 2; SAID POINT BEING N89°41'35"E, 2646.82 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 2; THENCE ALONG THE EAST LINE OF THE W1/2 OF SECTION 2 RUN N00°04'27"W, 109.72 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENTS;THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE RUN N44°26'OO"W,622.28 FEET; THENCE

S00°04'35"E, 506.40 FEET TO A POINT THAT IS 50.00 FEET NORTHOF THE SOUTH LINE OF THE SWI/4 OF SECTION 2; THENCE PARALLEL WITH SAID SOUTH LINE RUN S89°41'35"W TO THE WEST LINE OF THE SW 1/4 OF SECTION 2; SAID POINT ALSO BEING ON THE EAST LINE OF THE SE1/4 OF SECTION 3; THENCE PARALLEL WITH AND 50.00 FEET NORTH OF SOUTH LINE OF THE SEI/4 OF SECTION 3 RUN WEST TO THE WEST LINE OF SAID SE1/4; THENCE SOUTH TO THE SOUTHWEST CORNER'OF SAID SE1/4; THENCE CONTINUE SOUTHTOTHE SOUTHEAST CORNER OF THE N1/2 OF THE NW1/4 OF SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID N1/2 0F NW1/4 RUN WEST TO THE NORTHEAST CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 10; THENCE SOUTH TO THE NORTHEAST CORNER OF THE W1/2 OF THE SW1/4 OF SECTION 10; THENCE SOUTH TO THE SOUTHEAST CORNEROF SAID W1/2 OF SW1/4; SAID POINT ALSO BEING ON THE NORTH LINE OF THE NW1/4 OF SECTION 15;THENCE ALONG SAID NORTH LINE RUN WEST 185.91 FEET, MORE OR LESS, TO A 4 INCH CONCRETE MONUMENT; SAID MONUMENT BEING N89°59'15E, 1142.39 FEET OF THE NORTHWEST CORNER OF SECTION 15; FROM SAID CONCRETE MONUMENT RUN SOUTH 1334.50 FEET TO THE SOUTH LINE OF THE N 1/2 OF THE NW1/4 OF SECTION 15;THENCE S89°53'52"W ALONG SAID SOUTH LINE 363.01 FEET TO A POINT ON THE ARC OF A CURVE IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100-FEET WIDE); SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUSOF 1959.86 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 208.17 FEET; SAID ARC HAVING A CENTRAL ANGLE OF 06°05'09", A TANGENT DISTANCE OF 104.18 FEET, A CHORD BEARING OF N86°26'53"W AND A CHORD DISTANCE OF 208.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°29'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST LINE OF THE NE1/4 OF SECTION 16; THENCE CONTINUE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF THE NE1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST,SUMTER COUNTY, FLORIDA, AND THE E1/2 OF THE SW1/4, THE NW1/4 OF THE SE 1/4,AND THE SW 1/4 OF THE NE1/4 AND SE 1/4 OF NW 1/4, LESS BEGIN AT SW CORNER OF SE 1/4 OF NW 1/4, NORTH 525 FEET, EAST 415 FEET, SOUTH 525 FEET, WEST 415 FEET TO POINT OF BEGINNING OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. LESS RIGHT-OF-WAY FOR COUNTY ROAD 466 AND COUNTY ROAD 101.

AND THAT PORTION OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS ONE ACRE IN THE NORTHWEST CORNER THEREOF AND LESS RIGHT-OF-WAY FOR C.R. 101 AND LESS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE N89°24'25"W, ALONG THE SOUTH

LINE THEREOF, 1,325.87 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE N00°22'59"E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 30.00 FEET; THENCE S89°24'25"E, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 871.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLEOF 55°27'39", AN ARC DISTANCE OF 164.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH, A CENTRAL ANGLE OF 55°12'55", AN ARC DISTANCE OF 221.65 FEET; THENCE S89°39'10"E, 125.00 FEET TO THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE S00°20'50"W, 203.75 FEET TO THE POINT OF BEGINNING.

AND COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16. TOWNSHJP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°33'29"W, ALONG THE EAST LINE THEREOF A DISTANCE OF 594.277 FEET TO THE SOUTH LINE OF THE NORTH 594.277 FEET OF THE, SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S89°24'25"E, ALONG THE EASTERLY EXTENSION OF THE SAID SOUTH LINE ADISTANCE OF 16.11 FEET TO THE WEST RIGHT-OF-WAY OF COUNTY ROAD 101 AS SHOWN ONTHE PLAT OF VILLAGES OF SUMTER UNIT NO. 67 AS RECORDED IN PLAT BOOK 5, PAGES 49 THROUGH 49C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N13°40'21"W, 37.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST AND HAVING A RADIUS OF 1,040.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°38'33", AN ARC DISTANCE OF 29.81 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S00°33'29"W, ALONG SAID EAST LINE A DISTANCE OF 65.24 FEET TO THE POINT OF BEGINNING.

AND THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF WAY FOR COUNTY ROAD 101.

AND THE SOUTH 106.60 FEET OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8.

AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF-WAY FOR COUNTY ROAD 103.

AND THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17, LYING NORTH OF COUNTY ROAD 466; LESS ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE INTERSECTIONOF THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17

AND THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466; THENCE ALONG SAID RIGHT-OF-WAY N89°23'30"W, 153.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N89°23'30"W, 0.34 FEET; N89°22'50"W, 1170.69 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N00°24'31 "E ALONG SAID WEST LINE A DISTANCE OF 17.87 FEET; THENCE DEPARTING SAID WEST LINE S89°22'50"E, 366.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING ARADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'13", AN ARC DISTANCE OF 403.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING ARADIUS OF 8,950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'53", AN ARC DISTANCE OF 400.63 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING;

AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 103;

AND LESS RIGHT-OF WAY FOR COUNTY ROAD 105;

AND LESS AND EXCEPT HICKORY HILL HAMMOCK, A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

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409 Fennell Boulevard
Lady Lake, Florida 32159

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

Dear Mr. Carroll:

The Villages is requesting a minor amendment to the Tri-County Villages of Lake DRI development order to add 94 Assisted Living Facility Beds (ALF) to the DRI and simultaneously remove 7,550 square feet of commercial. The change is traffic-neutral because no new external automobile trips will be generated than is currently approved in the DRI. Included in the e2 application is a supporting traffic analysis from Kimley Horn.

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 January 21st TRC agenda and the February 10th Planning and Zoning Board agenda. We also request that the Town Commission acts on the recommendation of the Planning and Zoning Board at the March 3rd meeting for first reading and March 17th for final approval.

Thank you for your cooperation and assistance. If there are any questions, please call me.

Sincerely,

Darrin Taylor, AICP
Government Consultant

DFT/bno
Attachment

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Martin L. Dzuro, who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application. See Exhibit 2.

(2) That he/she desires approval for:

8th Amendment to the Amended Development Order for Tri-County Villages DRI (Lake)

(3) That he/she has appointed Darrin Taylor/Carlton Fields PA to act as agent in his/her 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/her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 4th day of February, 2014, by Martin L. Dzuro, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Vicki C. Varnon

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

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 Darrin F. Taylor, who being by me first duly sworn on oath, deposes and says:

(1) That he/she affirms and certifies that he/she 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/her 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:

Tri-County Villages - Lake e2 Change

(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 3rd day of February, 2014, by Darrin F. Taylor, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

BARBARA O'NEAL
Notary Public - State of Florida
My Comm. Expires Aug 7, 2017
Commission # FF 026123
Bonded Through National Notary Assn.

January 27, 2014

RE: Ordinance 2014-03 Amendment to Tri-County Villages of Lake DRI

Dear Property Owner:

This is to notify you that Darrin Taylor, on behalf of property owner, the Villages Operating Company, has submitted an application proposing a minor amendment to the Tri-County Villages of Lake Development of Regional Impact Development Order to add a 94 Bed Assisted Living Facility (ALF) to the DRI. As part of this request, 7,550 square feet of retail commercial entitlements will be removed so that the requested change will be traffic-neutral. No additional external automobile trips will be generated than is currently approved in the DRI.

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

PLANNING AND ZONING BOARD - Monday, February 10, 2014, at 6:00 p.m.
COMMISSION MEETING (1st Reading) - Monday, March 3, 2014, at 6:00 p.m.
COMMISSION MEETING (2nd Reading) - Monday, March 17, 2014, at 6:00 p.m.

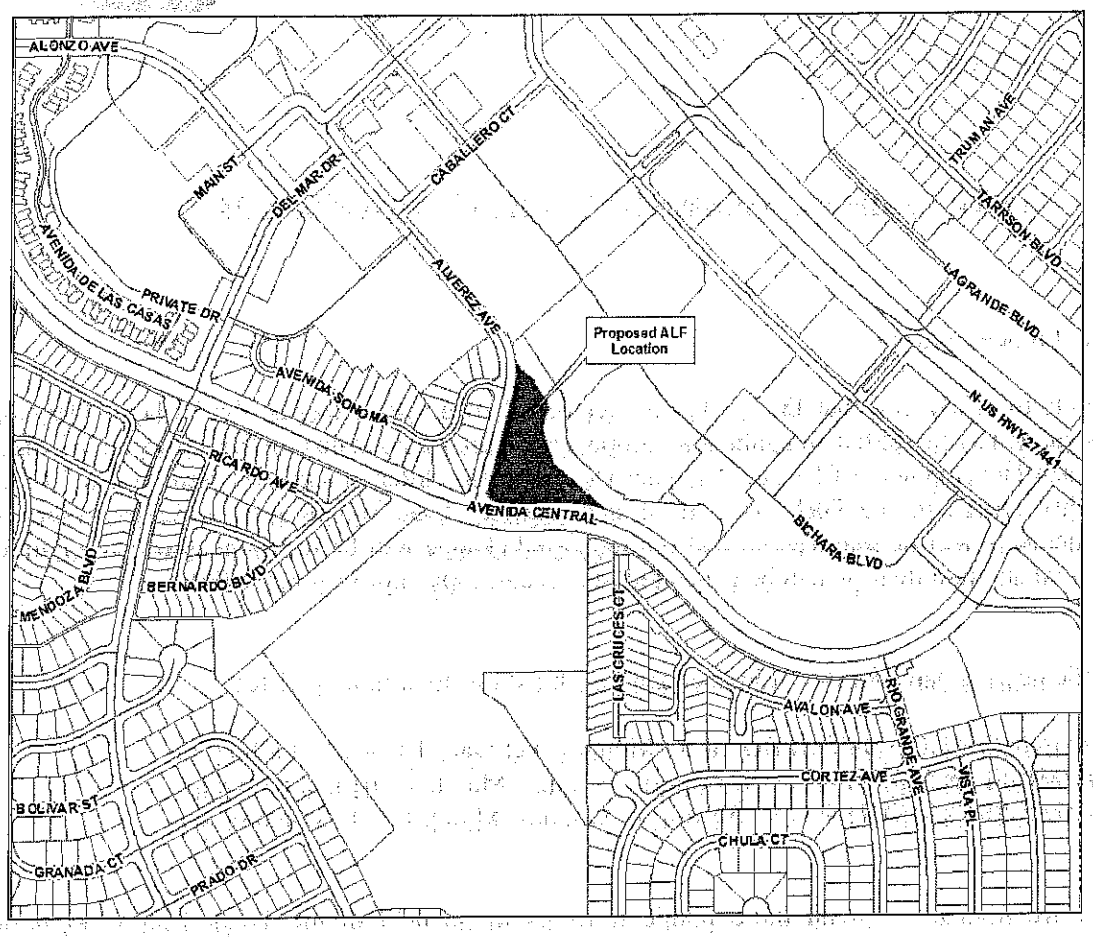
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours in the Growth Management Department.

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

Map of Proposed ALF Facility Location – Ordinance 2014-03



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: February 10, 2014

SUBJECT: **Ordinance No. 2014-03 - Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting an Eighth Amendment to the Amended Development Order to Add a 94 Bed Assisted Living Facility to the DRI and Remove 7,550 Square Feet of Commercial Entitlements**

DEPARTMENT: **Growth Management**

RECOMMENDED MOTIONS:

1. **Motion to forward Ordinance 2014-03 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Ordinance 2014-03 to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY

Applicant, Villages of Lake-Sumter, Inc., has submitted an application for a minor amendment to the Tri-County Villages of Lake DRI development order. The DRI Development Order must be amended to add 94 ALF beds since the Assisted Living Facility is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 SF of commercial currently entitled on this site to ensure there is no increase in impacts from the change.

The ALF campus is to be located in the Spanish Springs area, within the Town Center Commercial area inside of Avenida Central and U.S. Highway 27/441. The campus will consist, more specifically, of approximately 94 ALF beds containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities. The proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF 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 use of Assisted Living Facilities.

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 addition of 94 ALF beds while decreasing 7,550 square feet of commercial results in no increase in projected external vehicle traffic; this is demonstrated in the attached transportation analysis provided by Kimley-Horn. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 SF of commercial is needed.

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 **Technical Review Committee** reviewed the application for Ordinance 2014-03 at its regular meeting on Tuesday, February 4, 2014, recommending approval to forward to the Planning and Zoning Board with a 5-0 vote.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2014-03 at first reading on Monday, March 3, 2014. Second and final reading is tentatively scheduled for Monday, March 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

(W) 2-5-14

DEPARTMENT HEAD		Submitted 2/5/14	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 2/10/2014	Date

BOARD ACTION: [✓] Approved as Recommended MONTELEONE/MACKENZIE 3-0 [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: G.M.

Upon a motion by Member Monteleone, and a second by Member McKenzie, the Planning and Zoning Board recommended transmittal and approval of Hilltop Subdivision Preliminary Plat to the Town Commission for consideration by a vote of 3-0.

4. <u>Ordinance No. 2014-03 – Minor Amendment to The Tri-County Villages Development of Regional Impact, Adopting an Eighth Amendment to the Amended Development Order to Add a 94 Bed Assisted Living Facility to the DRI and Remove 7,550 Sq. Ft. of Commercial Entitlements (Wendy Then)</u>

Wendy Then, Town Planner, gave a brief summary of the agenda item (on file in the Town Clerk's office). She stated the applicant, Villages of Lake-Sumter, Inc., 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 to add 94 ALF beds since the Assisted Living Facility is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 sq. ft. of commercial entitlements currently entitled on this site to ensure there is no increase in impacts from the change.

Ms. Then stated the ALF campus is to be located in the Spanish Springs area, within the Town Center Commercial area at Avenida Central and U.S. Highway 27/441. She stated the campus will consist more specifically of approximately 94 ALF beds, containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities. The proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF 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 use of Assisted Living Facilities.

Photos of the property, maps and the postings were shown on the overhead viewer.

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.

<u>Traffic:</u> The addition of 94 ALF beds while decreasing 7,550 sq. ft. of commercial results in no increase in projected external vehicle traffic; this is demonstrated in the attached transportation analysis provided by Kimley-Horn. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 sq. ft. of commercial is needed.

<u>Open Space:</u> 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.

Ms. Then reported the amendment summary and findings are as follows:

- On January 2, 2014, the Developer submitted an e2 application to a previously approved DRI pursuant to Section 380.06 (19)(e)(2)k., F.S. to amend the DRI to add:
  - Assisted Living Facility as a permitted use in areas designated as Town Center Commercial
  - Amend Map H-1 to add 94 ALF beds and reduce commercial by 7,550 sq. ft.
  - 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.
  - This amendment is not a substantial deviation to the DRI pursuant to s.380.06(19)(e)2.k.
  - 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 eighth amendment to the Tri-County Villages DRI ADO.
- The proposed development is consistent with the applicable local comprehensive plan and is consistent with the applicable local land development regulations.
- The impacts of this development are adequately addressed pursuant to the requirements of Chapter 380, F.S., and the changes as approved by the Town do not constitute a substantial deviation to the original DRI Development Order.

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.

Ms. Then stated that the application was received on January 2, 2014 and the 14 adjacent property owners were notified by certified mail. Of those, five inquiries were received; three in person and two e-mails, with one opposing the amendment and one general inquiry.

Ms. Then reported the Technical Review Committee (TRC) voted 5-0 to transmit Ordinance No. 2014-03 to the Planning and Zoning Board for their recommendation at the February 4, 2014 meeting. The Town Commission is tentatively scheduled to hear Ordinance No. 2014-03 for first reading at their regular meeting on Monday, March 3, 2014 at 6 p.m., and for second/final reading at the regular meeting to be held on Monday, March 17, 2014 at 6 p.m.

Ms. Then stated the applicant was present to answer any questions.

Vice Chairperson/Member Sigurdson commented he did not know where the property was located in the packet, and was glad Ms. Then showed the photos. He stated it is an irregular shaped parcel.

Mr. Sigurdson asked if there was anyone in the audience who wished to speak on this matter.

Ms. Barbara Vogeley of 1052 Avenida Sonoma introduced herself and stated she was at a loss as to how this has all taken place. She stated she has lived here for nine years and this is the first she has heard of a 94 bed Assisted Living Unit. She asked when all of this was planned and stated she was very concerned there will be sirens coming and going to an Assisted Living Facility. Ms. Vogeley stated they live in Vista Sonoma which is a very quiet area and she would like to keep it that way. She stated if they could have another community like where they live she thinks it would be a better solution than an Assisted Living Facility.

Mr. Irwin King, President of the Vista Sonoma Property Owners Association, introduced himself.

Vice Chairperson/Member Sigurdson asked if the location of Vista Sonoma could be shown on the map.

Ms. Then showed where the development was located on the map.

Mr. King stated it was across the street from the proposed site. He stated their concern was there has been little information as to what is proposed, except for a couple of letters. He stated a major concern is where the access would be located and he suspects it would not be accessed from Avenida Central.

Thad Carroll, Growth Management Director, replied to the previous questions regarding how this came about by stating this is the first step in the process as the applicant is coming to the Board to seek that entitlement as part of the DRI. He stated the applicant is essentially taking 7,500 sq. ft. of commercial off the table and exchanging it based on the criteria of the statute on two elements to add 94 beds in exchange. Mr. Carroll stated the access route will be shown at the site plan phase and staff cannot require an applicant to show all the plans at this stage. He stated the use has to be established, and at the site plan phase, staff will determine where the driveways are to be placed and the actual physical aspect of the site. He stated Darrin Taylor, representative for the applicant, may want to elaborate a little more.

Mr. King asked if the building would be single or two-story, how many parking spaces, and what kind of traffic the facility will generate. He stated he assumed they will have to bring food in because there are trucks that make a lot of noise now in back of Publix. He stated those are the questions that bother the residents. Mr. King stated they have 46 units at Avenida Sonoma and it is very quiet and they take a lot of pride in that area, and they would like some more information before action is taken.

Vice Chairperson/Member Sigurdson thanked Mr. King for letting the Board know where he lives because he was not aware it was a residential area. He stated he assumed it was an extra hotel or something in The Villages.

DRAFT

Mr. King stated originally it was, and it concerns him now that they are considered within the commercial district; however the by-laws of the commercial district say there will not be any residential property there. He stated he can assure the Board it is residential property.

Mr. Darrin Taylor with Carlton Fields and Jorden Burt Attorney at Law, representing The Villages, introduced himself. He stated they are at step one of a process, because under the Town of Lady Lake Comprehensive Plan, they already have the ability to have Assisted Living Facility in place. He stated because it is a large project in The Villages, under State Law, another level of review called the DRI review is required. He stated the DRI review is more specific than the overall Comprehensive Plan, but it is not specific as to plats, site plan, or where the access points are, etc. He stated the map in front of them is where they are at in the level of planning. Mr. Taylor stated under the overall Master Plan in Town Center Commercial, they originally envisioned a number of different uses to create a mixed use feel like they have now in The Villages, but Assisted Living was not one of the uses. He stated they would like to have the ability to have an Assisted Living Facility within the Town Center Commercial in place.

Mr. Taylor stated assuming the Town Commission recommends approval, the next step would be the actual site plan review. He stated it is considered a minor change under State Law if what you are proposing is not impacting environmental areas, conservation land, or increasing traffic. He stated typically at this level, the Florida Department of Transportation, State Land Planning Agency, and other agencies would provide comments on the change, but because this is considered a minor change, none of those agencies are providing comments. Mr. Taylor stated they are requesting a recommendation of whether Assisted Living is appropriate in Town Center Commercial, because all of Town Center Commercial is approved for commercial. He stated their traffic analysis looked at the equivalent of 94 Assisted Living Facility beds and the equivalent amount was 7,550 ft. of commercial. Therefore, they are reducing the amount of commercial they can build in order to add the Assisted Living Facility. He stated all the questions that are being asked are very appropriate at the site plan level.

Member McKenzie asked if the area is currently being used for vendor parking when they have functions at the Square.

Mr. Marty Dzuro introduced himself as representing The Villages. He stated it is sometime used for vendor parking and as a staging area for the 5K and 10K racing. He stated the property is slated for commercial development and has been vacant.

Member McKenzie asked how they will accommodate these people if they use that area. He stated parking is nil when you have a major function down there, and if the vendors move to the parking lot, that will take away parking for people attending the function.

Mr. Dzuro replied they would move them to the outer limits of the parking lot depending on the size of the event. He stated they have tracked parking in that area and these statistics are reported to the Town every time they do a plan. He stated the biggest complaint he has heard over the years is that there is not enough parking if it is not 100 ft. away from Town Center. He stated they have done a series of historical pictures even at large events, and the parking on the outskirts is always vacant.

Mr. Dzuro stated an Assisted Living Facility company is interested in the parcel, but unless they can add ALF to the DRI, they will not proceed with any plans. He stated they will still have to sign a deal with them and then the ALF will have to turn in plans as the next step. He stated they will have to go through the Town's process through staff, the Planning and Zoning Board, and the Town Commission, as well as the three member Villages Development Review Committee, which looks at building height, designs, and traffic flow. He stated The Villages will require more landscaping than the Town does.

Member Monteleone asked for clarification because Mr. Dzuro stated they would like to have it available for an Assisted Living Facility, but it may not be.

Mr. Dzuro replied anything could happen as they may not make a deal with the Assisted Living Facility, and if that happens, they would probably reach out to another company. He stated it just gives them the ability to have an ALF in that area.

Vice Chairperson/Member Sigurdson asked what would be the situation if they were unable to find anybody to build that type of facility.

Mr. Dzuro replied they have commercial square feet left over that they have not developed yet, and would build some type of commercial establishment if they could not make a deal with the Assisted Living Facility.

Vice Chairperson/Member Sigurdson stated if this goes through the approval process, then it is still available for another facility.

Mr. Dzuro replied that they could get the entitlement to build and it may never get built, although the company they are talking with is very interested and he does not foresee a problem.

Vice Chairperson/Member Sigurdson asked how this little section of property is different from the rest of The Villages.

Mr. Dzuro replied Map H is the Master Plan, and in 1988 they did the Tri-County Villages of Lady Lake from the Lake-Sumter County line east. He stated when you have a DRI and you buy property adjacent to it and want to develop it, they make you incorporate that into the DRI. Mr. Dzuro stated the maps show the Tr-County Villages of Lady Lake and Tri-County Villages of Sumter, and they each have individual development orders. He stated when they go into the DRI and make any change, it has to show up on the maps, and this particular area is in Lady Lake's jurisdiction.

Member McKenzie stated no one answered the question regarding ambulances and sirens. He stated he lives in The Village of Del Mar and has been there for 20 years, and the ambulances and fire trucks very rarely have their sirens on when they come through, although they have their lights on. He stated he is not sure whether that is an agreement they made with The Villages or a Fire Department policy. Mr. McKenzie stated he does not always agree with everything The Villages does, but stated everything they do is usually top notch and in-line with everything else.

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Vice Chairperson/Member Sigurdson explained that the Board's process is to basically see whether the proposal is in accordance with what can be done. He explained the Board is merely advisory and makes recommendations, and the Town Commission has the final say.

Mr. Paul Yander of 1041 Avenida Sonoma introduced himself and stated he has some concerns about sufficient parking within the commercial zone. He stated the Church on the Square is being developed into a Performing Arts Center or something like that, and it will be adding a tremendous amount of cars, and he hopes the developer will consider that when using this particular parcel of land. He also stated there is a wall behind the existing lot which leads to the Publix and Belk's and he suggested that the developer who buys or leases the land consider using that area since it is already being used for truck deliveries. He stated their food deliveries could be delivered in the back of the facility, and that will keep some of the traffic off of Alvarez Avenue and Avenida Central, which would help in the noise area. Mr. Yander stated they only have one entrance off of Alvarez Avenue, and he hopes there will be turn lanes involved because getting out of the entrance and exit are already very difficult.

Mr. Yander stated he assumes some of the Assisted Living people will be moving around outside of the facility and suggested some sort of sidewalk system be put in place. He stated most of the residents have lived there for nine years, and when the developer changed it from a lifestyle program to rental units, no one wanted to recognize that they have residents living in the commercial area. He stated they love the facilities they have; the houses are townhouse type villas, and they are all happy to be there, but the developer shows them very little concern.

Mr. Jetson McCleary of 1032 Avenida Sonoma stated he just talked with the President of the Board and he was on the Board for five and a half years prior to this year. He stated he is the owner and operator of an Assisted Living in New York State and a consultant to the people who brought out two of his properties in Chicago, and he knows how a presentation should be put together. He stated he would like to request copies of what staff has on their computer before their Board meeting this Thursday afternoon, because he would like to share the information with his neighbors.

Mr. McCleary stated over the last 30 years, he has faced putting up properties and administrating them, and he still has his administrative license. He stated his point is they have one entrance and exit that is on a curve, and the other is exit only. He stated when the emergency vehicles come, they are faced with driving through the gate or just parking the truck. He stated it was amazing that was allowed to happen. Mr. McCleary stated he would like to volunteer to act as a liaison if possible and if the Board wants him to do it. He stated he has been on both the operating side and now he is on the owner's side, plus he lives in the area in questioned. He stated he would like to see both sides be able to co-exist.

Mr. McCleary stated when he brought his property about nine years ago, there was a separate unit that is now a part of Freedom Pointe; it was about an 80 bed facility, plus about 20 or so beds for their memory care. He stated some of the residents need to be educated, because Assisted Living is not a nursing home; it is non-nursing services and there are activities of daily living. Mr. McCleary stated they can also offer respite care in the State of Florida, which could mean for a weekend, or up to two or three weeks. Mr. McCleary stated he knows what the Laws are in New York State and assumes Florida follows along.

Vice Chairperson/Member Sigurdson asked if there were any other comments from the audience, and as there were no further comments, asked for a motion.

Upon a motion by Member Monteleone, and a second by Member McKenzie, the Planning and Zoning Board recommended transmittal of Ordinance No. 2014-03 to the Town Commission for consideration of approval by a vote of 3-0.

CHAIRPERSON/MEMBERS' REPORT:

There were no comments or reports.

ADJOURN:

With nothing further to discuss, the meeting was adjourned at 6:54 p.m.

Julia Wolfe, Staff Assistant to Town Clerk

John Gauder, Chairperson

Minutes transcribed by Julia Wolfe, Staff Assistant to Town Clerk

DRAFT

TECHNICAL REVIEW COMMITTEE
COMMENTS AND RECOMMENDATIONS
Meeting of February 4, 2014

TO:	**Technical Review Committee**
FROM:	**Thad Carroll, Growth Management Director**
SUBJECT:	**Ordinance 2014-03 Minor Amendment to the Tri-County Villages of Lake DRI Development Order**
DATE:	**Thursday, January 30, 2014**

SUMMARY

Applicant, Villages of Lake-Sumter, Inc., has submitted an application for a minor amendment to the Tri-County Villages of Lake DRI development order. The DRI Development Order must be amended to add 94 ALF beds since the Assisted Living Facility is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 SF of commercial currently entitled on this site to ensure there is no increase in impacts from the change.

The ALF campus is to be located in the Spanish Springs area, within the Town Center Commercial area inside of Avenida Central and U.S. Highway 27/441. The campus will consist, more specifically, of approximately 94 ALF beds containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities. The proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF 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 use of Assisted Living Facilities.

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 addition of 94 ALF beds while decreasing 7,550 square feet of commercial results in no increase in projected external vehicle traffic; this is demonstrated in the

attached transportation analysis provided by Kimley Horn. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 SF of commercial is needed.

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.

PUBLIC HEARINGS

The **Planning and Zoning Board** is tentatively scheduled to consider Ordinance 2014-03 at their regular meeting on Monday, February 10, 2014.

The **Town Commission** is scheduled to consider Ordinance 2014-03 at first reading on Monday, March 3, 2014. Second and final reading is tentatively scheduled for Monday, March 17, 2014.

PROPERTY RECORD CARD

General Information

Alternate Key:	3853058	**Parcel:**	06-18-24-300000000T08
Owner Name:	VILLAGES OPERATING COMPANY	**Millage:**	FVCD (Lady Lake) : 17.3407
Owner Address:	1020 LAKE SUMTER LNDG THE VILLAGES, FL 32162	**Property Location:**	LADY LAKE FL 32159

Legal Description:

LADY LAKE, THE VILLAGE CENTER SUB FROM S'LY COR OF LOT T RUN|
N 42-58-53 W 52.09 FT ALONG THE N'LY & NE'LY R/W OF AVENIDA |
CENTRAL TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY &|
HAVING A RADIUS OF 650 FT, THENCE NW'LY ALONG THE ARC OF |
SAID CURVE THRU A CENTRAL ANGLE OF 30-33-06 A DIST OF 346.60|
FT FOR POB, CONT W'LY ALONG SAID CURVE THRU A CENTRAL ANGLE |
OF 20-56-54 A DIST OF 237.65 FT TO THE POINT OF REVERSE |
CURVATURE OF A CURVE CONCAVE N'LY & HAVING A RADIUS OF 700 |
FT, THENCE W'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL |
ANGLE OF 14-52-23 A DIST OF 181.71 FT TO THE POINT OF |
COMPOUND CURVATURE OF A CURVE CONCAVE NE'LY & HAVING A |
RADIUS OF 25 FT, THENCE ALONG THE SE'LY R/W LINE OF ALVEREZ |
AVE & CONTINUING ALONG THE BOUNDARY OF SAID TRACT T RUN |
NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF |
94-42-59 A DIST OF 41.33 FT, THENCE N 15-06-29 E 383.62 FT |
TO THE POINT OF CURVATURE OF A CURVE CONCAVE W'LY & HAVING A|
RADIUS OF 280.50 FT, THENCE N'LY ALONG THE ARC OF SAID CURVE|
THRU A CENTRAL ANGLE OF 20-50-05 A DIST OF 102 FT, THENCE |
RUN S 33-39-11 E 33.41 FT, S 51-56-10 E 58.55 FT, S 29-25-35|
E 48.58 FT, S 39-45-16 E 47.73 FT, S 07-16-10 E 32.21 FT TO |
A POINT ON THE ARC OF A CURVE CONCAVE E'LY, HAVING A RADIUS |
OF 122 FT & A CHORD BEARING & DIST OF S 07-22-11 W 104.31 |
FT, THENCE S'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL |
ANGLE OF 50-37-02 A DIST OF 107.78 FT, THENCE S 17-56-20 E |
81.20 FT TO THE POINT OF CURVATURE OF A CURVE

CONCAVE NE'LY,|
HAVING A RADIUS OF 52 FT, THENCE SE'LY ALONG THE ARC OF SAID|
CURVE THRU A CENTRAL ANGLE OF 30-0-33 A DIST OF 27.24 FT, |
THENCE S 47-56-53 E 225.49 FT TO THE POINT OF CURVATURE OF A|
CURVE CONCAVE NE'LY & HAVING A RADIUS OF 52 FT, THENCE SE'LY|
ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 14-13-53|
A DIST OF 12.92 FT TO THE POB, BEING PART OF LOT T PB 33 PGS|
92-97 |
ORB 3171 PG 1171 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	VACANT COMMERCIAL (1000)	0	0		92826.45	SF	$0.00	$102,109.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
3171 / 1171	5/1/2006	WD	M	V	$1.00

Value

Total Just Value:		$102,109.00
Assessed Value:	=	$102,109.00
Total Exempt Value:	-	$0.00
Total Taxable Value:	=	$102,109.00
Millage Rate: ?	x	0.0173407
Base Ad-Valorem Tax:	=	$1,770.64
Non-Exempt School Levies:	+	$0.00
Estimated Ad-Valorem Tax:	=	$1,770.64

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The amounts shown may not include all exemptions. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Truth In Millage (TRIM) Notice

- Notice of Proposed Property Taxes & Proposed or Adopted Non-Ad Valorem Assessments

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Thad Carroll

From: IRWIN KING [parkings@embarqmail.com]
Sent: Wednesday, February 19, 2014 12:01 PM
To: Wendy Then
Cc: Tom; Carol Yander; patrickbsweeney ; lokestu ; Wendy Thrower
Subject: comments re: proposed ALF

Good afternoon Wendy: I appreciate your offer to forward the following concerns expressed by residents of Vista Sonoma Villas.

We appreciate the opportunity to be involved early on in the development of the ALF proposed for Alvarez Avenue in the Spanish Springs neighborhood of Lady Lake. As you are aware, the entrance to Vista Sonoma is directly opposite the proposed development. It is the only entrance to Avenida Sonoma. Our residents are concerned about the potential for substantially increased vehicular traffic on Alvarez and the possibility for accidents because there is a very poor line of sight for vehicles exiting Avenida Sonoma. There are "hidden driveway" signs that were erected by the Town of Lady Lake. We are anxious to learn about the traffic pattern entering and exiting the proposed ALF for residents of the facility as well as employees and service vehicles. It should be noted that service vehicles, including large trucks, sometimes have a difficult time exiting the large parking lot that services the rear of the stores in La Plaza Grande.

We understand that detailed information at this stage of the planning process can be quite limited. It is quite likely that The Villages has already taken these concerns into consideration because they tend to do things right. However, our Property Owners Association would be remiss if we didn't bring these issues before the Board during the decision making period.

Thank you for your consideration of these concerns.

Irwin King, President
Vista Sonoma Property Owners Association

Thad Carroll

From: gtango@aol.com
Sent: Thursday, January 30, 2014 3:48 PM
To: Wendy Then
Subject: Ordinance 2014-03 Amendment to Tri-County Villages of Lake DRI

Thad Carroll: I have lived here for over for 22 yrs. I would like to register our disapproval to such a service being placed in this particular area. It should be declined in the best interests of residents in this immediate area. The noise level from the commercial area would be very disturbing for residents in that location. It seems that people that need assisted living also needed a quite pleasant area to overcome some of their difficulties, emotionally as well as physical problems they may already be dealing with. We realize there is high demand for this service in the area, but there are other areas more suitable for this kind of business.

I hope you will see to it that this matter be given very careful consideration. This area is already too public accessible for this kind of living quarters for seniors, i.e., traffic, public accessibility as well as above mentioned concerns.

Thank you for the opportunity to express our concerns as longtime residents.

Dale & Geraldine Bitango
832 Las Cruces Ct
Lady Lake, FL 32159
753-0063

* 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.

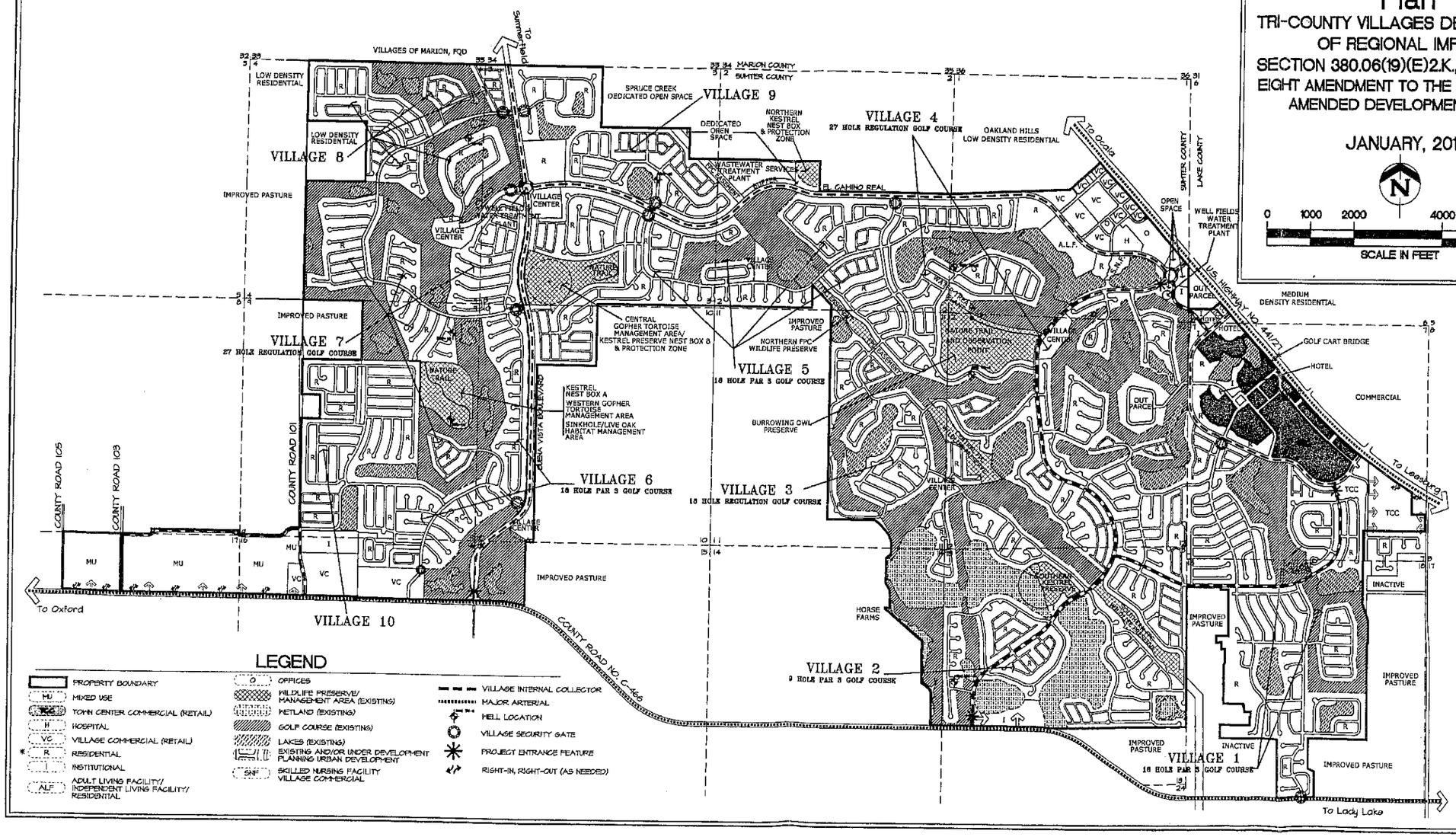
MAP H

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



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.)							
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

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

(8th Amendment to the Amended Development Order)

Prepared for:

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

Prepared by:

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

JANUARY, 2014

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

1. I, Darrin Taylor, the undersigned authorized representative of The Villages of Lake-Sumter, Inc., hereby gives notice of a proposed change 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), 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.

January 2, 2014
(Date)

(Signature)

2. **Applicant (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

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

Darrin Taylor, AICP
Carlton Fields, P.A.
215 South Monroe, Suite 500
P.O. Drawer 190
Tallahassee, Florida 32302
(850) 224-1585
dtaylor@carltonfields.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.

The Villages is proposing the construction of an Assisted Living Facility (ALF) campus in the Spanish Springs area. The campus is to be located within the Town Center Commercial (TCC) 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 TCC area. The campus will consist of approximately 94 ALF beds containing ALF and Memory Care beds with accessory uses such as a dining room, a cafeteria and other amenities.

The DRI Development Order (DRI DO) must be amended to add 94 ALF beds since ALF is currently not permitted in the DRI. The Villages proposes a reduction of 7,550 SF of commercial currently entitled on this site to ensure there is no increase in impacts from the change.

Exhibit C is an updated Map H and development approvals table (Map H-1) reflecting the additional 94 ALF beds and decrease in 7,550 square feet of commercial.

The TCC area is designated on the proposed Map H (see **Exhibit C**) and the proposed ALF campus is compatible with the surrounding area. The Town Center Commercial category in the DRI is being amended to permit the ALF use by amending the Phase Allocation table to identify ALF as a permitted use in the Town Center Commercial category (see **Exhibit C**). The Town of Lady Lake Comprehensive Plan and Zoning Districts already permit the ALF use.

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 addition of 94 ALF beds while decreasing 7,550 square feet of commercial results in no increase in projected external vehicle traffic. This is demonstrated in the attached transportation analysis provided by Kimley Horn and is included as **Exhibit E**. The analysis determines that according to the 9th edition of the ITE Trip Generation Manual, the 94 ALF beds would generate 28 pm peak hour trips and 284 trips per day. To ensure the project is trip-neutral, meaning no additional external trips are generated, the traffic analysis concludes that a reduction of 7,550 SF of commercial is needed.

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.

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:

<u>Lady Lake Ordinance 88-1</u>

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.

<u>Lady Lake Ordinance 90-12</u>

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.

<u>Lake County Ordinance 2009-1 dated February 23, 2009</u>

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

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.

Permit Extension Requested by Villages of Lake Sumter pursuant to 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.

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 resolution adopting this eighth amendment to the original Lake County Development Order for The Tri-County Villages DRI attached as **EXHIBIT D.**

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) AND LAND USE AND PHASING TABLES (MAP H-1)
EXHIBIT C	PROPOSED MASTER DEVELOPMENT PLAN (MAP H) SHOWING TOWN CENTER COMMERCIAL AREA AND LAND USE AND PHASING TABLES (MAP H-1)
EXHIBIT D	PROPOSED AMENDMENT TO THE TRI-COUNTY VILLAGES DEVELOPMENT ORDER LAKE COUNTY
EXHIBIT E	TRAFFIC ANALYSIS FROM KIMLEY HORN

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

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,

Tom Beck

J. Thomas Beck, Director
Division of Community Development

JTB/mm

Attachment: April 24, 2012 Letter

CARLTON FIELDS

ATTORNEYS AT LAW
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Atlanta
Miami
Orlando
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Darrin Taylor
(850)425-3398
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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

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)

AND

LAND USE AND PHASING TABLES (MAP H-1)

MAP H

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT
SUMTER COUNTY TENTH AMENDMENT AND LAKE COUNTY SEVENTH AMENDMENT TO THE SECOND AMENDED DEVELOPMENT ORDERS
FEBRUARY, 2009

0 1000 2000 4000 6000
SCALE IN FEET

* NOTE:

Lady Lake: Residential densities may vary. A gross residential density of 5 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 3.554 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.

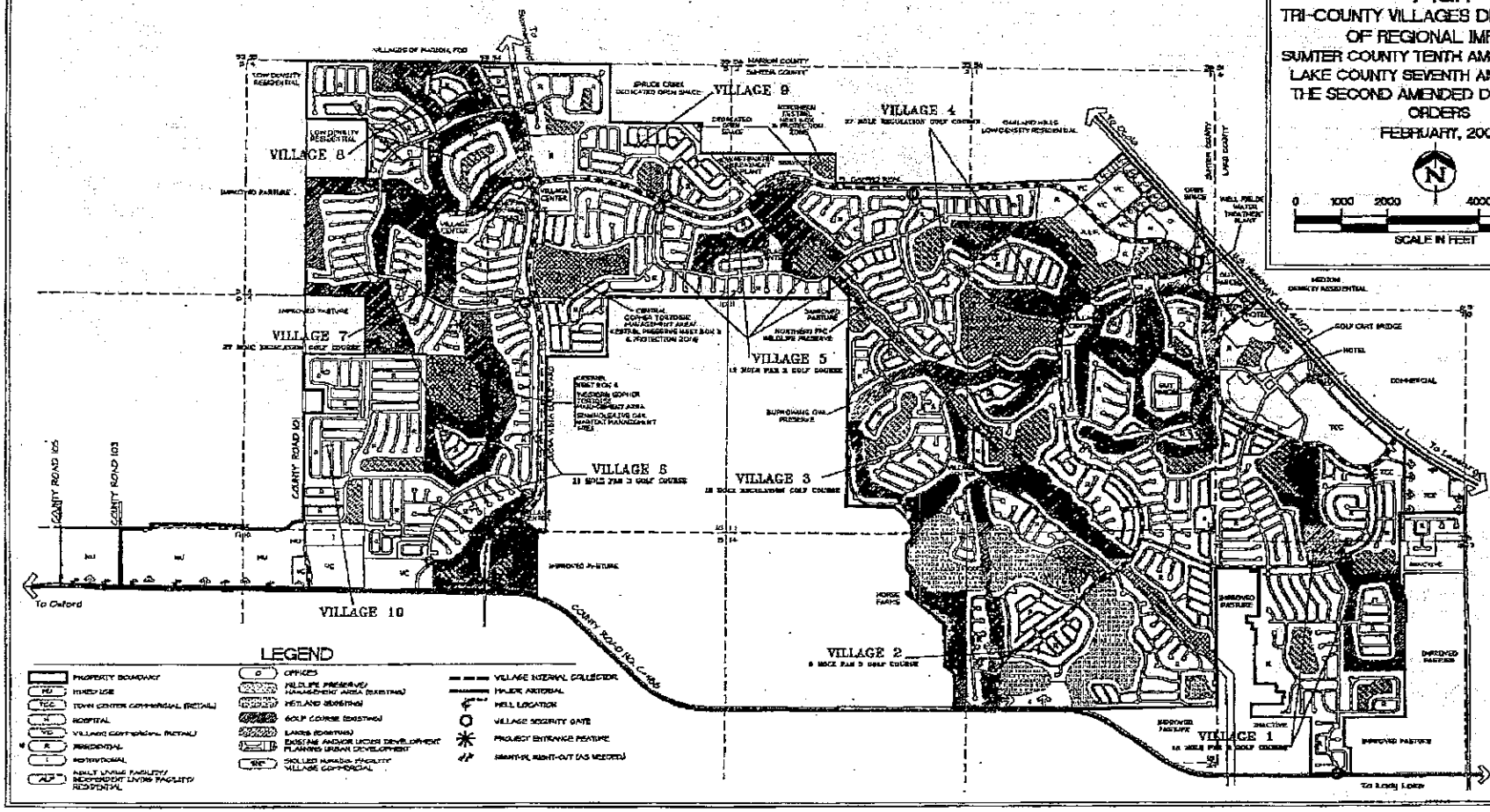

EXHIBIT B

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT
SUMTER COUNTY TENTH AMENDMENT AND LAKE COUNTY SEVENTH AMENDMENT TO THE SECOND AMENDED DEVELOPMENT ORDERS
FEBRUARY, 2009

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	1,129,000					151.4	1,129,000	
VILLAGE				232.4	1,562,300		232.4	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	1,129,000		238.2	1,594,300		409.6	2,723,300	
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			533			300			833
ATTRACTION/RECREATION									
THEATRE	4.5	23,549					4.5	23,549	
SCREENS			8						8
SEATS			1,249						1,249
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			121.2			161.2		
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				2.8			2.8		
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	408	147			2,060
COMMERCIAL (RETAIL/SERVICES)							
TOWN CENTER (S.F.)	140,886	100,000	188,000	634,567	35,547	30,000	1,129,000
HOTEL (ROOMS)		68		60	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	385,000	800,000	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	630,547	830,000	2,723,300
TOTAL OFFICE (S.F.)				60,000	89,000	30,000	179,000
TOTAL INSTITUTIONAL (ACRES)			8.7	32.6			41.3

EXHIBIT C

PROPOSED MASTER DEVELOPMENT PLAN (MAP H) SHOWING
TOWN CENTER COMMERCIAL AREA AND
LAND USE AND PHASING TABLES (MAP H-1)

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.

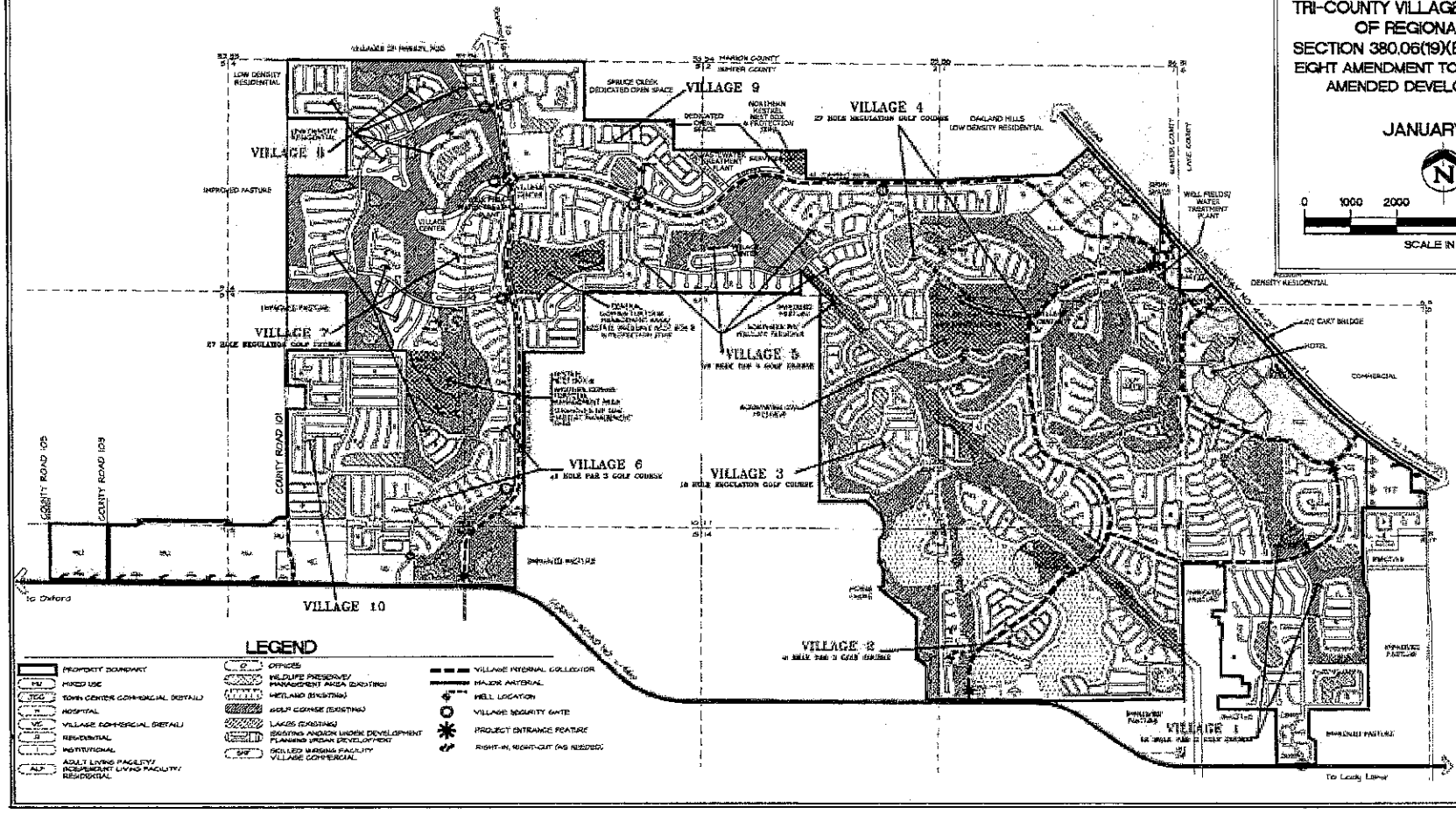

EXHIBIT C

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	410.8	2,060		2,343.0	11,719		2,753.8	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	634,667	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.)			216,000	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	416,000	793,967	820,547	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

EXHIBIT D

PROPOSED AMENDMENT TO THE TRI-COUNTY VILLAGES DEVELOPMENT ORDER-LAKE COUNTY

EXHIBIT D

ORDINANCE NO. 2014-___

AN ORDINANCE OF THE TOWN COMMISSION OF LADY LAKE, FLORIDA, ADOPTING AN EIGHTH 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; and 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.

WHEREAS, on January 2, 2014, The Villages of Lake-Sumter, Inc. submitted its 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 January 2, 2014, the Developer 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:
   - To add Assisted Living Facility as a permitted use in areas designated as Town Center Commercial on the Map H.
   - Amend Map H-1 to add 94 ALF beds and reduce commercial by 7,550 SF (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 eighth 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 Eighth 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 DRI Phase Allocation Table (Map H-1) (revised January, 2014) and Phasing Chart is hereby adopted for the Tri-County Villages DRI and a copy is attached and incorporated herein as **EXHIBIT 1**.

b. Add ALF as permitted use. Amend Map H-1 to add ALF as a permitted use in the Town Center Commercial land use category (see **EXHIBIT 1**).

c. Amend Development Entitlements. Amend Map H-1 by adding 94 ALF beds and reducing commercial entitlements by 7,550 square feet (see **EXHIBIT 1**).

d. 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.

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

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

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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, by the Town Commission for the Town of Lady Lake, Florida this _____ day of _____ 2014.

TOWN OF LADY LAKE, FLORIDA

_____
MAYOR

_____
By: TOWN CLERK

Approved as to form:

_____
DEREK SCHROTH
Town Attorney

ATTACHMENTS

EXHIBIT 1	Revised Phase Allocation Table and Phasing Chart (H-1) (Revised January, 2014)
EXHIBIT 2	Legal Description of the Tri-County Villages DRI Lake County

EXHIBIT 1

MASTER DEVELOPMENT PLAN,
MAP H-1
(REVISED 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

N

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.

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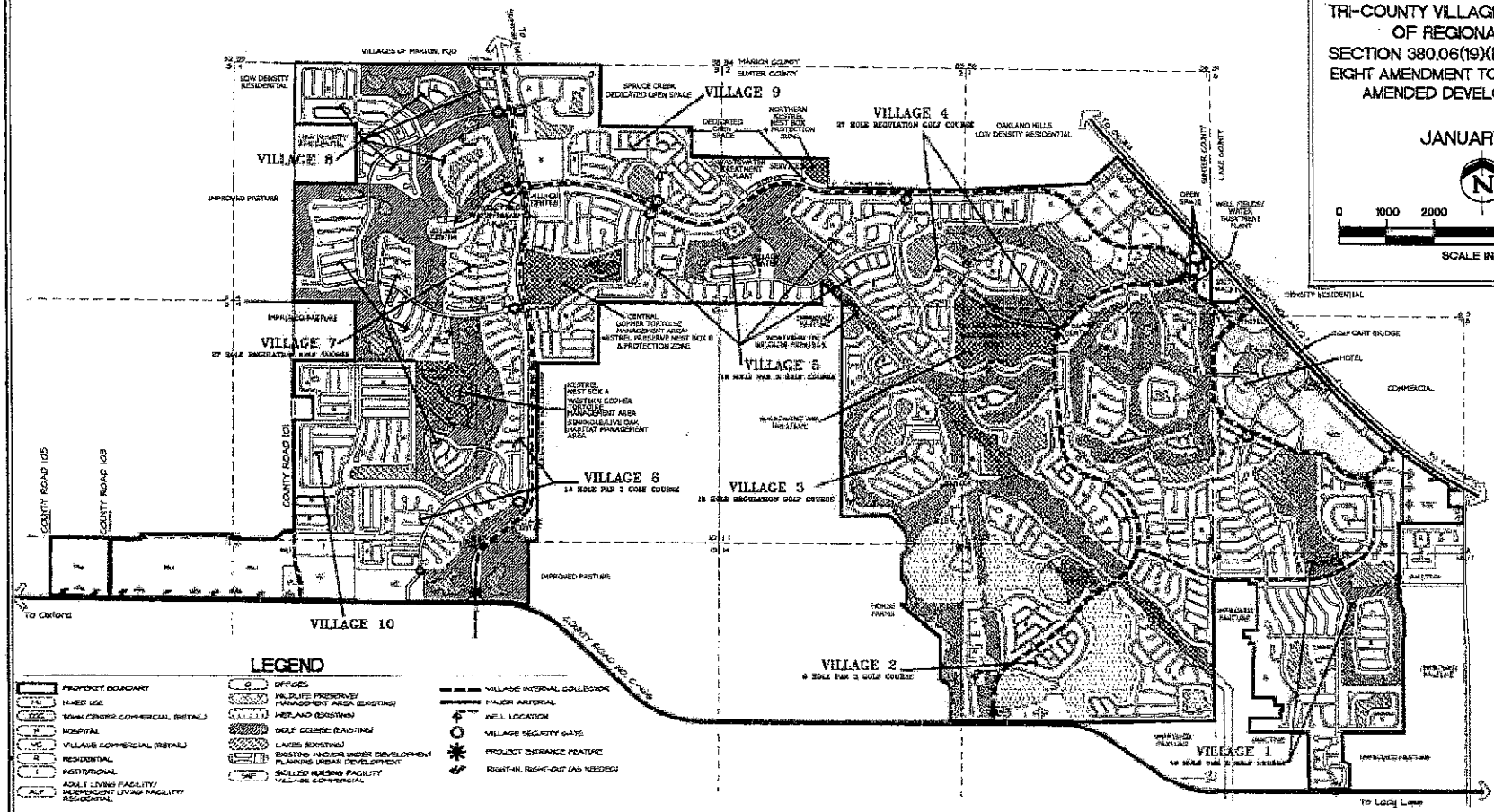

EXHIBIT 1

MAP H-1

Master Development Plan

TRI-COUNTY VILLAGES DEVELOPMENT OF REGIONAL IMPACT SECTION 380.06(19)(E)2.K.,F.S. CHANGE 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	
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CLUBHOUSES (VILLAGE CENTER)	5.0	1		41.4	7		46.4	8	
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ROADS	40.0			123.2			163.2		
LANDSCAPE FEATURES				8.0			8.0		
WASTEWATER TREATMENT PLANT / PERCOLATION PONDS				15.0			15.0		
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OPEN SPACE				2.6			2.6		
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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.)			238,000	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 1

EXHIBIT 2

LEGAL DESCRIPTION FOR TRI-COUNTY VILLAGES DRI LAKE COUNTY

EXHIBIT 2

VILLAGES DRI'S LEGAL DESCRIPTIONS

TRI-COUNTY VILLAGES
DEVELOPMENT OF REGIONAL IMPACT
LOCATED IN THE TOWN OF LADY LAKE AND
LAKE AND SUMTER COUNTIES

A TRACT OF LAND IN SECTIONS 6, 7 AND 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27 WITH THE WEST LINE OF THE SW1/4 OF SECTION 6; THENCE ALONG SAID WEST LINE RUN S00°09'15"E TO A POINT THAT IS N00°09'15"W, 306.67 FEET OF THE SOUTHWEST CORNER OF SECTION 6; SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°44'22"E, 525.81 FEET; THENCE N48°21'06"E, 234.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF OPAL DRIVE IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37K, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG SAID NORTHERLY PROJECTION AND ALONG SAID RIGHT-OF-WAY LINE OF OPAL DRIVE TO THE NORTHWEST CORNER OF LOT 60, BLOCK 53, ORANGE BLOSSOM HILLS, SOUTH, UNIT 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37H, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 60; THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 39 OF AFORESAID BLOCK 53; ALSO BEING THE INTERSECTION OF WITH THE NORTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE SOUTHWESTERLY ACROSS SAID DAKOTA AVENUE TO THE NORTHEAST CORNER OF BLOCK 45, ORANGE BLOSSOM HILLS, SOUTH, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 18; THENCE AGAIN CONTINUE SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF GOVERNMENT LOT 7 IN SECTION 18; THENCE WEST TO THE SOUTHWEST CORNER OF AFORESAID N1/2 OF GOVERNMENT LOT 7; THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 7, RUN S00°24'25"E, 663.70 FEET TO THE NORTH LINE OF THE S1/4 OF GOVERNMENT LOT 7; THENCE S66°37'14"E, 161.77 FEET; THENCE S00°23'19"E, 559.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 80.00 FEET WIDE); THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE EAST LINE OF GOVERNMENT LOT 6 IN SECTION 18; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S89°41'00"W, 726.2 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL

RECORDS BOOK 707, PAGE 359, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG AFORESAID EAST LINE RUN N00°23'52"W, 1288.10 FEET, MORE OR LESS, TO THE SOUTH LINE OF ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37D, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG AFORESAID SOUTH LINE OF UNIT NO. 2 RUN WEST TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37C, PUBLIC RECORDS LAKE COUNTY, FLORIDA; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ALABAMA AVENUE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 13 OF AFOREMENTIONED UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF SAID LOT 6, THENCE EAST TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 13 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 41; SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ARIZONA AVENUE; THENCE CONTINUE NORTH ACROSS SAID ARIZONA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 12 OF SAID UNIT NO. 1; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 12 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 36, BLOCK 12 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 36; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS AVENUE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 35, SAID BLOCK 12; THENCE NORTH ACROSS SAID ARKANSAS AVENUE TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 11 OF AFOREMENTIONED UNIT NO. 1; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID ARKANSAS AVENUE; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 11; SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE CONTINUE WEST ACROSS DIANA DRIVE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID UNIT NO. 1; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 67 OF SAID BLOCK 4; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF CALIFORNIA AVENUE; THEN CONTINUE NORTH ACROSS SAID CALIFORNIA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 5 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 SAID BLOCK 5; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF CAROLINA AVENUE; THENCE CONTINUE NORTH ACROSS SAID CAROLINA AVENUE TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 6 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 67 OF SAID BLOCK 6; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE NORTHEASTERLY ACROSS SAID COLORADO AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 7 OF SAID UNIT NO. 1; THENCE CONTINUE NORTH TO THE NORTHWEST CORNER OF LOT 68 OF SAID BLOCK 7; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DELAWARE AVENUE; THENCE CONTINUE NORTH

ACROSS SAID DELAWARE AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 IN ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37E, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID DELAWARE AVENUE; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 26 OF SAID UNIT NO. 3; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 64 OF SAID BLOCK 26; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 60 OF SAID BLOCK 26; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 60; SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE; THENCE CONTINUE NORTH ACROSS DAKOTA AVENUE TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 27 OF SAID UNIT NO. 3; SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DAKOTA AVENUE; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 27; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF DIANA DRIVE; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY OF DIANA DRIVE TO THE SOUTHEAST CORNER OF LOT 70, BLOCK 30 OF SAID UNIT NO. 3; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 64 OF SAID BLOCK 30; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 64; SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAXON DRIVE; SAID POINT ALSO BEING ON THE WEST LINE OF THE NW1/4 OF SECTION 18; THENCE ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SECTION 7 AND 6 RUN NORTH TO THE POINT OF BEGINNING.

AND

THAT PORTION OF TRACT "A" OF OAK MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND

TRACT "6", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND

THAT PORTION OF THE NORTH 3/4 OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY

441/27, LESS RIGHT OF WAY FOR ROLLING ACRES ROAD AND LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH X 4 INCH CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 14, OAK MEADOWS AS RECORDED IN PLAT BOOK 28, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1677, PAGE 549, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N 00°13'28"E. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 356.19 FEET; THENCE N 14°05'30" W. ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 23.18 FEET TO A 5/8 INCH IRON ROD, LB 4475, FOR A POINT OF BEGINNING; THENCE N 89°46'46" W., A DISTANCE OF 297.17 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE N 00°13'14" E. A DISTANCE OF 485.24 FEET TO A 3 INCH ROUND CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 & 441 AS DESCRIBED IN OFFICIAL RECORDS BOOK 68, PAGE 619, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S 58°17'18" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 314.30 FEET TO A 5/8 INCH IRON ROD, LB 4475, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 29°04'03"E. AND A CHORD DISTANCE OF 24.41 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°26'30" AND A DISTANCE OF 25.50 FEET TO A 5/8 INCH IRON ROD, LB 4475 MARKING THE POINT OF TANGENCY, SAID POINT LYING ON SAID WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: S 00°13'28" W. A DISTANCE OF 232.21 FEET TO A 5/8 INCH IRON ROD, LB 4475; THENCE S 14°05'30" E. A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOTS 7 THROUGH 9, BLOCK 82, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 8 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37J, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND LESS LOTS 1 THROUGH 9, BLOCK 11, ORANGE BLOSSOM HILLS, SOUTH, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 37G, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

A TRACT OF LAND IN SECTIONS 1, 2, 3, 4, 9, 8, 10, 11, 12, 13, 14, 15, 16, AND 17 TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE S1/2 OF THE SE1/4 OF SECTION 9; FROM SAID POINT OF BEGINNING RUN NORTH TO THE NORTHWEST CORNER OF AFORESAID S1/2 OF SE1/4; THENCE EAST TO THE SOUTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF SECTION 9; THENCE NORTH TO THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 9; THENCE WEST TO THE SOUTHWEST CORNER OF THE N1/2 OF THE NE1/4; THENCE NORTH TO THE SOUTHEAST CORNER OF THE E1/2 OF THE SW1/4 OF SECTION 4; THENCE WEST TO THE SOUTHWEST CORNER OF SAID E1/2 OF SW1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID E1/2 OF SW1/4; THENCE EAST TO THE NORTHEAST CORNER OF SAID E1/2 OF SW1/4; THENCE NORTH TO THE SOUTHEAST CORNER OF SAID NE1/4 OF THE NW1/4 OF SECTION 4; THENCE WEST TO THE SOUTHWEST CORNER OF SAID NE1/4 OF NW1/4; THENCE NORTH TO THE NORTHWEST CORNER OF SAID NE1/4 OF NW1/4; THENCE EAST ALONG THE NORTH LINE OF SECTION 4 TO THE NORTHWEST CORNER OF SECTION 3; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SECTION 3 TO THE NORTHEAST CORNER OF THE NW1/4 OF SECTION 3; THENCE SOUTH TO THE NORTHWEST CORNER OF THE S1/2 OF THE NE1/4 OF SECTION 3; THENCE EAST TO THE NORTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF THE NE1/4 OF SECTION 3; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID NE1/4 OF SE1/4 OF NE1/4 THENCE EAST TO THE NORTHWEST CORNER OF THE S1/2 OF THE S1/2 OF THE NW1/4 OF SECTION 2; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SAID S1/2 OF S1/2 OF NW1/4 TO A POINT THAT IS 330 FEET WEST OF THE EAST LINE OF THE NW1/4 OF SECTION 2; THENCE PARALLEL WITH SAID EAST LINE RUN SOUTH TO THE EAST-WEST MID-SECTION LINE OF SECTION 2; THENCE ALONG SAID MID-SECTION LINE RUN EAST TO THE NORTHWEST CORNER OF THE N1/2 OF THE SW1/4 OF SECTION 1; THENCE CONTINUE EAST TO THE NORTHEAST CORNER OF SAID N1/2 OF SW1/4 ; THENCE NORTHEASTERLY TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/27 (BEING 200 FEET WIDE) WITH THE EAST BOUNDARY OF THE W1/2 OF THE NE1/4 OF SAID SECTION 1; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHEASTERLY TO THE EAST LINE OF SECTION 1; THENCE ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 12 AND 13 RUN SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF SE1/4 OF SECTION 13; THENCE WEST TO THE SOUTHEAST CORNER OF THE N1/2 OF THE SW1/4 OF SECTION 13; THENCE ALONG THE SOUTH LINE OF SAID N1/2 OF SW1/4 RUN WEST TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100.00 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY LINE CONTINUE WEST TO THE EAST LINE OF THE SE1/4 OF SECTION 14; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 RUN N89°45'11"W, 256.48 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 475,

PAGE 510, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF AFOREMENTIONED PROPERTY WITH THE FOLLOWING (5) COURSES: N00°29'26"E, 690.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY 170.86 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 55°56'21" AND A CHORD BEARING AND DISTANCE OF N27°28'45"W, 164.15 FEET TO THE POINT OF TANGENCY; THENCE N55°26'55"W, 176.96 FEET; THENCE N00°29'26"E, 925.00 FEET; THENCE N49°49'19"W, 1092.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 OF THE NE1/4 OF SECTION 14; SAID POINT BEING S00°21'41"E, 24.96 FEET OF THE NORTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 14; THENCE N00°21'41"W ALONG AFORESAID WEST LINE 24.96 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NE1/4 OF SECTION 14; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF NE1/4 RUN N00°23'21"E, 1093.86 FEET; THENCE N45°13'10"E, 163.12 FEET; THENCE N00°23'21"E, 252.92 FEET; THENCE N21°04'15"W, 190.48 FEET; THENCE N41°28'52"W, 274.41 FEET THENCE N52°14'07"W, 157.86 FEET; THENCE N89°37'47"W, 1059.81 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SECTION 11; THENCE ALONG SAID MID-SECTION LINE RUN NORTH TO THE SOUTHEAST CORNER OF THE W1/2 OF SECTION 2; SAID POINT BEING N89°41'35"E, 2646.82 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 2; THENCE ALONG THE EAST LINE OF THE W1/2 OF SECTION 2 RUN N00°04'27"W, 109.72 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENTS ; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE RUN N44°26'00"W, 622.28 FEET; THENCE S00°04'35"E, 506.40 FEET TO A POINT THAT IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE SW1/4 OF SECTION 2; THENCE PARALLEL WITH SAID SOUTH LINE RUN S89°41'35"W TO THE WEST LINE OF THE SW1/4 OF SECTION 2; SAID POINT ALSO BEING ON THE EAST LINE OF THE SE1/4 OF SECTION 3; THENCE PARALLEL WITH AND 50.00 FEET NORTH OF SOUTH LINE OF THE SE1/4 OF SECTION 3 RUN WEST TO THE WEST LINE OF SAID SE1/4; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE CONTINUE SOUTH TO THE SOUTHEAST CORNER OF THE N1/2 OF THE NW1/4 OF SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID N1/2 OF NW1/4 RUN WEST TO THE NORTHEAST CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 10; THENCE SOUTH TO THE NORTHEAST CORNER OF THE W1/2 OF THE SW1/4 OF SECTION 10; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID W1/2 OF SW1/4; SAID POINT ALSO BEING ON THE NORTH LINE OF THE NW1/4 OF SECTION 15; THENCE ALONG SAID NORTH LINE RUN WEST 185.91 FEET, MORE OR LESS, TO A 4-INCH CONCRETE MONUMENT; SAID MONUMENT BEING N89°59'15E, 1142.39 FEET OF THE NORTHWEST CORNER OF SECTION 15; FROM SAID CONCRETE MONUMENT RUN SOUTH 1334.50 FEET TO THE SOUTH LINE OF THE N1/2 OF THE NW1/4 OF SECTION 15; THENCE S89°53'52"W ALONG SAID SOUTH LINE 363.01 FEET TO A POINT ON THE ARC OF A CURVE IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD C-466 (BEING 100-FEET WIDE); SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS

OF 1959.86 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 208.17 FEET; SAID ARC HAVING A CENTRAL ANGLE OF 06°05'09", A TANGENT DISTANCE OF 104.18 FEET, A CHORD BEARING OF N86°26'53"W AND A CHORD DISTANCE OF 208.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°29'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST LINE OF THE NE1/4 OF SECTION 16; THENCE CONTINUE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF THE NE1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND

THE NE1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THE E1/2 OF THE SW1/4, THE NW1/4 OF THE SE1/4, AND THE SW1/4 OF THE NE1/4 AND SE1/4 OF NW1/4, LESS BEGIN AT SW CORNER OF SE 1/4 OF NW1/4, NORTH 525 FEET, EAST 415 FEET, SOUTH 525 FEET, WEST 415 FEET TO POINT OF BEGINNING OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS RIGHT-OF-WAY FOR COUNTY ROAD 466 AND COUNTY ROAD 101.

AND

THAT PORTION OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS ONE ACRE IN THE NORTHWEST CORNER THEREOF AND LESS RIGHT-OF-WAY FOR C.R. 101 AND LESS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE N89°24'25"W, ALONG THE SOUTH LINE THEREOF, 1,325.87 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE N00°22'59"E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 30.00 FEET; THENCE S89°24'25"E, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 871.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°27'39", AN ARC DISTANCE OF 164.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'55", AN ARC DISTANCE OF 221.65 FEET; THENCE S89°39'10"E, 125.00 FEET TO THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE

SOUTHWEST 1/4 ; THENCE S00°20'50"W, 203.75 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16. TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°33'29"W, ALONG THE EAST LINE THEREOF A DISTANCE OF 594.277 FEET TO THE SOUTH LINE OF THE NORTH 594.277 FEET OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S89°24'25"E, ALONG THE EASTERLY EXTENSION OF THE SAID SOUTH LINE A DISTANCE OF 16.11 FEET TO THE WEST RIGHT-OF-WAY OF COUNTY ROAD 101 AS SHOWN ON THE PLAT OF VILLAGES OF SUMTER UNIT NO. 67 AS RECORDED IN PLAT BOOK 5, PAGES 49 THROUGH 49C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N13°40'21"W, 37.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST AND HAVING A RADIUS OF 1,040.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°38'33", AN ARC DISTANCE OF 29.81 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S00°33'29"W, ALONG SAID EAST LINE A DISTANCE OF 65.24 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF-WAY FOR COUNTY ROAD 101.

AND

THE SOUTH 106.60 FEET OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8.

AND

THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING NORTH OF THE RIGHT-OF-WAY FOR COUNTY ROAD 466; LESS RIGHT-OF-WAY FOR COUNTY ROAD 103.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17, LYING NORTH OF COUNTY ROAD 466; LESS ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE INTERSECTION OF THE

NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17 AND THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466; THENCE ALONG SAID RIGHT-OF-WAY N89°23'30"W, 153.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES, N89°23'30"W, 0.34 FEET; N89°22'50"W, 1170.69 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N00°24'31"E ALONG SAID WEST LINE A DISTANCE OF 17.87 FEET; THENCE DEPARTING SAID WEST LINE S89°22'50"E, 366.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'13", AN ARC DISTANCE OF 403.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 8,950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'53", AN ARC DISTANCE OF 400.63 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING;

AND

LESS RIGHT-OF-WAY FOR COUNTY ROAD 103;

AND

LESS RIGHT-OF WAY FOR COUNTY ROAD 105;

AND

LESS AND EXCEPT HICKORY HILL HAMMOCK , A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

EXHIBIT E

PROPOSED TRAFFIC ANALYSIS FROM KIMLEY HORN

EXHIBIT E

Kimley-Horn
and Associates, Inc.

October 25, 2013

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Tallahassee, Florida
32308

Mr. Martin L. Dzuro, P.S.M.
Grant & Dzuro
990 Old Mill Run
The Villages, Florida 32162

Re: Tri-County Villages (Lake) DRI
Section 380.06 (19)(e)2.k., F.S. Change
The Villages, FL

Dear Marty:

The Villages is proposing the construction of an Assisted Living Facility (ALF) in the Spanish Springs/Town Center area. The ALF is to contain 94 beds. This letter summarizes the associated traffic impacts of this land use change to convert a portion of the approved commercial retail uses in the Tri-County Villages DRI to this ALF. The proposed reduction in commercial area is being made so that there is no increase in traffic impacts from the change.

The proposed ALF will be located north of Avenida Central and east of Alverez Avenue. This site is adjacent to the existing commercial area identified in previous traffic analyses as La Plaza Grande/Village Center which is part of the overall Town Center Commercial on Map H. Using the 9th Edition of ITE's *Trip Generation Manual* and applying the effective trip generation rate for this commercial area, **7,550 square feet of commercial will need to be reduced** so that there is no increase in traffic impacts during the p.m. peak hour. The 94-bed ALF is estimated to generate 28 trips during the p.m. peak hour, or 0.29 trips per occupied bed according to the *Trip Generation Manual*. For daily conditions, the ALF is estimated to generate 284 trips per day, but only 6,950 square feet would need to be reduced to have a trip-neutral change. Therefore, the peak hour is considered to be the controlling time period in this case. The calculations are shown on the attached page.

If you have any questions or need additional information, please feel free to contact me.

TEL 850 553 3500

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Richard R. Barr

Richard R. Barr
Senior Vice President

Copy: Darrin Taylor, Carlton Fields
Jonathan Thigpen

Attachment

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Tri-County Villages (Lake) DRI
Land Use Change – Calculation Worksheet

Daily Trip Generation Analysis

Proposed Assisted Living Facility (ALF) Use – 94 beds

From *ITE Trip Generation Manual, 9th Ed.* Land Use 254 – Assisted Living

T = 1.61(94) + 132.6

T = 284 trips/day

Total commercial area (La Plaza Grande/Village Center area) equals 425,927 SF

From ITE Trip Generation Manual, 9th Ed. Land Use 820 – Shopping Center

Ln(T) = 0.65Ln(425.927) + 5.83

T = 17,418 trips/day

Effective trip generation rate = 17,418 trips / 425.927 KSF = 40.89 trips/KSF

To determine commercial area reduction:

284 trips (Assisted Living) / 40.89 trips/KSF (Shopping Center) = **6,950 SF**

PM Peak Hour Trip Generation Analysis

Proposed Assisted Living Facility (ALF) Use – 94 beds

From *ITE Trip Generation Manual, 9th Ed.* Land Use 254 – Assisted Living

T = 0.29(94)

T = 28 trips/hour

Total commercial area (La Plaza Grande/Village Center area) equals 425,927 SF

From *ITE Trip Generation Manual, 9th Ed.* Land Use 820 – Shopping Center

Ln(T) = 0.67Ln(425.927) + 3.31

T = 1,582 trips/hour

Effective trip generation rate = 1,582 trips / 425.927 KSF = 3.71 trips/KSF

To determine commercial area reduction:

28 trips (Assisted Living) / 3.71 trips/KSF (Shopping Center) = **7,550 SF**