

## SPECIAL MEETING OF THE LADY LAKE TOWN COMMISSION

**DATE:** Wednesday, July 6, 2016  
**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. **INVOCATION<sup>1</sup>:** Father Ed Waters – St. Timothy Catholic Church
- D. **PLEDGE OF ALLEGIANCE**
- E. **ROLL CALL**
- F. **PUBLIC COMMENTS<sup>2</sup>**
- G. **CONSENT<sup>3</sup>:**
  - 1. Minutes – June 20, 2016 – Special Commission Meeting  
– June 20, 2016 – Regular Commission Meeting (Pg. 4)
- H. **OLD BUSINESS:**
  - 2. Consideration of Approval of the Sale and Purchase Contracts for 217 Skyline Drive and 221 Skyline Drive (Kris Kollgaard) (Pg. 15)
- I. **NEW BUSINESS:**
  - 3. Consideration to Award RFQ # 2016-0001 to Neel-Schaffer, Inc. to Perform the C.E.I. Services for the Villages Elementary School Sidewalk Safety Improvements Project (Mike Burske) (Pg. 30)

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

4. **Ordinance No. 2016-18** – Annexation – The Villages of Lake-Sumter, Inc. – for Six Lots Consisting of Approximately 0.88 +/- Acres Within Orange Blossom Gardens Units 2, 3.1b, and 4 Within Lake County, Florida, Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188 (Thad Carroll) (Pg. 114)
5. **Ordinance No. 2016-19** – Small Scale Future Land Use Comprehensive Plan Amendment – The Villages of Lake-Sumter, Inc. – from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for Six Lots Consisting of Approximately 0.88 +/- Acres Within Orange Blossom Gardens Units 2, 3.1b, and 4 Within Lake County, Florida, Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188 (Thad Carroll) (Pg. 150)
6. **Ordinance No. 2016-20** – Rezoning – The Villages of Lake-Sumter, Inc. – from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) for Six Lots Consisting of Approximately 0.88 +/- Acres Within Orange Blossom Gardens Units 2, 3.1b, and 4 Within Lake County, Florida, Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188 (Thad Carroll) (Pg. 190)

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

7. Consideration of One Appointment to the Economic Development Advisory Committee (Kris Kollgaard) (Pg. 221)
8. Consideration of One Appointment to the Planning and Zoning Board (Kris Kollgaard) (Pg. 224)

**L. MAYOR/COMMISSIONER'S REPORT:**

**M. PUBLIC COMMENTS<sup>4</sup>**

**N. ADJOURN**

**\*Back up for agenda items is available on the Town's website at [www.ladylake.org](http://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.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

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

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**MINUTES OF THE SPECIAL MEETING  
OF THE LADY LAKE TOWN COMMISSION  
LADY LAKE, FLORIDA  
June 20, 2016**

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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 5:30 p.m.

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

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**STAFF MEMBERS PRESENT:** Kris Kollgaard, Town Manager/Town Clerk; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; Wendy Then, Town Planner; C.T. Eagle, Public Works Director; Pam Winegardner, Finance Director; Julia Harris, Administrative Assistant to Town Manager; and Nancy Slaton, Deputy Town Clerk

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3. **OPEN FORUM**

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Mayor Kussard stated that the time for discussion on today's agenda item is normally at the site plan phase of the project. She asked for a show of hands in the audience for those in favor of the project. There were approximately 50 hands raised in favor of the proposed gun range. She then asked for those opposed. There were approximately six hands raised in opposition.

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Mayor Kussard asked if anyone in the audience had any comments or questions.

- Richard Rodgers of 354 Ivanhoe Circle stated he lives in the Oak Grove Subdivision which is directly behind the proposed gun range. He passed out copies of six questions he had prepared regarding this project.

Mayor Kussard asked Growth Management Director Thad Carroll if these questions would be answered during the presentation.

Mr. Carroll replied that many of them should be answered during the course of the presentation.

Town Manager Kris Kollgaard suggested that staff go ahead with the presentation and then address any remaining questions afterward.

4. Conceptual Presentation for Basics: Range and Gun, LLC – Proposal for a Multi-Phase, Multi-Tenant Development to Include a 24,150 Sq. Ft. Building for Phase I Featuring a 10,350 Sq. Ft. Area to Include a 20-Lane Tactical and Bull's Eye Indoor Gun Range Area, 3,600 Sq. Ft. for Gun Shop and Educational Area, and 10,200 Sq. Ft. of Retail, Sales and Services on a +/-12-Acre Parcel – Located Just North of the Lady Lake Realty

1 Site, North of Griffin View Dr. and East of South Highway 27/441 (AK #1124956) (Thad  
2 Carroll)

3  
4 Growth Management Director Thad Carroll gave the background summary from the agenda item  
5 cover sheet (on file in the Town Clerk's office). He stated that Franklin Dickinson is the owner  
6 and operator of Basics: Range & Gun, LLC, an indoor gun range built in Orange Park, Florida,  
7 that has been in operation approximately two and a half years and exhibits a ten-lane tactical  
8 indoor range. Mr. Dickinson would like to bring his business concept to Lady Lake, and is  
9 proposing a multi-phase, multi-tenant development. It is proposed to include a 24,150 sq. ft.  
10 building for Phase I, featuring a 10,350 sq. ft. area to include a 20-lane tactical and bull's eye  
11 indoor gun range area, 3,600 sq. ft. for gun shop and educational area, and 10,200 sq. ft. of retail  
12 sales and services on a +/-12-acre parcel located just north of the Lady Lake Realty site, north of  
13 Griffin View Drive and east of South Highway 27/441, identified by Alternate Key #1124956.

14  
15 Mr. Carroll stated that the developer is securing negotiations with the current land owner  
16 representative, Daniel Brush, to acquire approximately +/-12 acres of the 16.56-acre parcel and  
17 develop it into the proposed multi-tenant development. The subject property lies in Section 21,  
18 Township 18 South, Range 24 East, Lady Lake, Florida. The property is zoned "HC" Heavy  
19 Commercial, and a Special Exception Use application is required to be granted by the Town  
20 Commission as per the provisions of Town of Lady Lake Land Development Regulations,  
21 Chapter 6, Section 6-2).g).15). to allow for the establishment of the Gun Range. The Future  
22 Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services);  
23 which is compatible and consistent with the proposed land uses.

24  
25 Aerial views of the site showing the zoning of the property and adjacent parcels were shown, as  
26 was a conceptual site plan, and an aerial view showing the proximity of the site to the Oak Grove  
27 Subdivision (approximately 450 ft.).

28  
29 Commissioner Richards pointed out that the drawing of the conceptual site plan shows the area  
30 of wetlands, which was one of the questions by Mr. Rodgers; where the wetlands are in relation  
31 to the property.

32  
33 Prior to submitting the Special Exception Use and Site Plan applications, the applicant would  
34 like to provide some background on his business project, present the site, and proposed  
35 conceptual elevations to get feedback from the Town Commission. The following information  
36 was included in the packet:

- 37  
38
- Business Introduction/ Background
  - Conceptual/Preliminary Site Plan
  - Exterior Building Elevations
- 39  
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41  
42 After the process of the Special Exception Use application is completed, if approved, then the  
43 site plan process would be next, and the applicant will be required to submit a full site plan  
44 application, traffic study, noise study, environmental assessments, geotechnical and drainage  
45 reports, etc. Town staff would conduct a comprehensive site plan review to include, parking,  
46 landscaping, commercial design standards, and signage requirements.

47  
48 Mr. Carroll stated that the proposed project will be built using elements of the Spanish Mission  
49 Architectural Design Style; specifically, a design replicating the Alamo. He stated this design is

1 prevalent within the Town and other areas. Any landscaping waivers will be brought before the  
2 Parks, Recreation, and Tree Advisory Committee, and any commercial landscaping waivers will  
3 be brought before the Town Commission for final consideration.  
4

5 Photos of the property in its existing condition were shown.  
6

7 Mr. Carroll switched to a video presentation provided by Mr. Dickinson which showed the  
8 owner's Orange Park Basics: Range and Gun, LLC business, and the noise level generated by the  
9 gun range and the safety measures put in place such as thick walls with heavy insulation. In the  
10 video, Mr. Dickinson states that he has never received any complaints from neighbors, and  
11 tenants nearby see the business as an asset. He stated they allow many law enforcement agencies  
12 to either use their range for free or at cost. A video tour of the interior portion of the facility was  
13 shown.  
14

15 Mr. Carroll read the questions presented by Mr. Rodgers, and attempted to answer them as  
16 follows:  
17

- 18 1) Where is the proposed access road to the property? - This is not certain at this time, but  
19 should be just south of the retention pond area and does not appear to be aligned with the  
20 median; this could change.  
21
  - 22 a) If the access road is south of the Orange Barn entrance, what is the measurement in  
23 square feet between the Orange Barn and proposed gun range building? - Unknown, but  
24 can be provided at a later date.  
25
- 26 2) What is the parking area setback measurement from the highway? - The site plan is not to  
27 scale at this time, although it will have to be set back at least 10 to 20 feet from the roadway.  
28
  - 29 a) During the winter months, traffic is heavy on US Highway 27/441 and this will escalate  
30 the congestion in front of the proposed building; how do you propose to handle this? -  
31 Traffic will be heavier during the winter, although the proposed highway widening  
32 project in 2019 should alleviate any traffic impacts.  
33
- 34 3) What is the incursion into the wetland as shown needed for and will this require filling in this  
35 area? - Once the site plan is received, it will be circulated to the Department of  
36 Environmental Protection and St. Johns Water Management District and any regulatory  
37 permits will have to be sought and gained by the developer.  
38
- 39 4) What is the "outside shooting area" as mentioned? - There will be no outside shooting; it is  
40 an indoor range only. Outside shooting is not permitted at this location.  
41
- 42 5) What kind of safety barrier protection will be used to protect the residents behind the gun  
43 range in the Oak Grove Subdivision? - As seen in the video, thick concrete walls and other  
44 insulating measures will be used.  
45
- 46 6) Are there any future plans concerning the present Orange Barn or the Lakeside Realty  
47 properties? - Town staff has no knowledge of any plans for these two locations.  
48

49 Mr. Carroll reported that the developer is present if there are any other questions.

1  
2 Commissioner Holden stated that the area between this property and the Oak Grove Subdivision  
3 is subject to periodic flooding, with the last being about 10 to 12 years ago. He stated the water  
4 comes from the intersection off the main highway and the 30" culvert on Griffin View Drive and  
5 the whole area off Ivanhoe Drive was flooded with water up to one foot deep. He stated he was  
6 told by the state engineer that they would be putting in a retention pond in the area when the  
7 highway was widened; he asked if this project would prevent this.

8  
9 Mr. Carroll replied the parcel Commissioner Holden is referring to is the Alt. Key #3878627  
10 parcel which has been secured by the Florida Department of Transportation and can be used for  
11 the retention pond just northwest of this parcel. He stated he has not seen the storm water plans  
12 for the widening project in its final form, but it may alleviate some of the flooding this area is  
13 subject to. He also stated this project would have to comply with the Town's floodplain  
14 ordinance.

15  
16 Mayor Kussard commented that she reviewed the Basics Range and Gun LLC on the internet to  
17 see what kind of operation it was, and although she is not a gun person, she liked the idea of  
18 being given a 30-day free membership with any gun purchase, the opportunity for extensive  
19 training opportunities, self-defense classes and free classes to patrons. She stated she also liked  
20 that someone could use the gun range without becoming a member. Mayor Kussard stated that  
21 the video showed there was very heavy insulation. She asked if the same measures will be used  
22 at the Lady Lake site if the Commission approves.

23  
24 Franklin Dickinson of Ponte Vedra, Florida, stated he has developed many properties and will  
25 not intrude into the wetlands. He stated they will adhere to the regulations by St. Johns Water  
26 Management and DEP, and FDOT is slated to put in a large retention pond. He stated they will  
27 build this building using the same insulating measures to mitigate noise and for safety, and look  
28 forward to building here.

29  
30 Mayor Kussard commented that according to the earlier show of hands, there appears to be a  
31 definite need for this type of business in Lady Lake.

32  
33 Mr. Dickinson stated there are over 1.5 million concealed license holders in the state, and as a  
34 contractor, his business plan was to make it accessible to everyone at discounted prices.

35  
36 - Mr. Rodgers stated that most of his questions were answered, but he is still questioning the  
37 incursion into the wetlands.

38  
39 Mr. Dickinson stated he will hire an environmentalist who will flag the wetlands, and then St.  
40 Johns River Water Management District will inspect the area, and the project will stay out of the  
41 wetland area.

42  
43 Commissioner Holden asked if this property was the only one the developer considered. He  
44 commented that he thought there were better places this could be put.

45  
46 Mr. Dickinson stated he looked at several properties, but thought this was the best one. He stated  
47 he is under contract now for this property.

1 Commissioner Hannan commented that in the video, the traffic was louder than the gun noise.  
2 He stated he is in favor of the project.  
3

4 Commissioner Richards stated he is in favor of this project in this commercial area, and the  
5 traffic situation is being dealt with already.  
6

7 Commissioner Holden stated he is not in favor of this project in this location as he feels there are  
8 better locations around for it.  
9

10 Commissioner Richards and Mayor Kussard stated they were in favor of the project.  
11

12 Mr. Carroll stated this project will come back to the Commission for formal site plan approval at  
13 a later date.  
14

15 - David Hodgkins of 314 Ivanhoe Circle stated this project will be in his backyard, and  
16 commented on the previous flooding as mentioned by Commissioner Holden. He stated  
17 there is an empty parcel near the Esso station.  
18

19 *It was the consensus of the Commission that they were in favor of the Conceptual*  
20 *Presentation for Basics: Range and Gun, LLC as presented, by a 4-1 vote (Holden).*  
21

22 **5. ADJOURN:** There being no further discussion; the meeting was adjourned at 5:59 p.m.  
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28 Kristen Kollgaard, Town Clerk

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28 Ruth Kussard, Mayor

29 Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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**MINUTES OF THE REGULAR MEETING  
OF THE LADY LAKE TOWN COMMISSION  
LADY LAKE, FLORIDA**

**June 20, 2016**

The regular meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida with Mayor Ruth Kussard presiding. The meeting convened at 6:05 p.m.

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

**B. PROCEDURE:** *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. INVOCATION:** Reverend Dr. Paul Harsh – First Baptist Church of Lady Lake

**D. PLEDGE OF ALLEGIANCE** – led by Joe Quinn

**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 and Recreation Director; Chief Chris McKinstry, Police Department; Pam Winegardner, Finance Director; Julia Harris, Administrative Assistant to Town Manager; and Nancy Slaton, Deputy Town Clerk

**F. PUBLIC COMMENTS:** Mayor Kussard asked if there were any comments at this time.

- Larry Edwards of 171 Palermo Ct. stated that he has a proposal to address the congestion on Rolling Acres Road between US Highway 27/441 and C.R. 466, and will plead his case with the Lake County Commission on Tuesday, June 21, 2016. He stated he will point out the fact that Rolling Acres Road is not wide enough to move traffic at a reasonable pace and there are no current plans to correct this situation. Mr. Edwards stated he believes Lake County has been remiss in their responsibility to take positive action and generate a financial plan of action to resolve this problem, as they say they have no funds for this. He suggested an increase in impact fees on new purchases in north Lake County vicinity may be required. He extended an invitation for others to join him tomorrow at 315 Main St. in Tavares at 9 a.m.

**G. ANNOUNCEMENT:**

1 **1. Announcement of Qualifying Period from 12 Noon on June 20, 2016 to 12 Noon on**  
2 **June 24, 2016 for the Office of Town Commissioner for Wards 2 & 4 for the General Election**  
3 **on November 8, 2016 (Mayor Kussard)**

4  
5 Mayor Kussard read the announcement as required for each meeting prior to the qualifying period  
6 ending.

7  
8 **H. CONSENT:**

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10 **2. Minutes – June 9, 2016 – Special Commission Meeting**

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12 **3. Consideration for the Lady Lake Soccer Association to Host Their Annual British**  
13 **Soccer Camp on June 27, 2016 - July 1, 2016 at the Rolling Acres Sports Complex Soccer**  
14 **Fields and to Donate the Field Rental Fees to the Lady Lake Soccer Association for**  
15 **Scholarships for the Fall Season (Mike Burske)**

16  
17 The background summary for this agenda item is on file in the Clerk's Office. It states that the  
18 Lady Lake Soccer Association is seeking permission to once again host their summer British Soccer  
19 Camp through Challenger Sports. The camp has given the area children the opportunity to learn  
20 soccer skills from very skilled coaches. The camp and how it has been coordinated through the  
21 years appears to be a benefit to the community. At the camp, all participants are given a ball and  
22 are given a shirt for the camp if they signed up early. The Commissioners were asked to view the  
23 Challenger Sports website at [www.challengersports.com](http://www.challengersports.com) before the meeting to see who they are and  
24 what they teach. Challenger Sports provides their own insurance and also provides background  
25 checks for all of the coaches. Challenger Sports will once again rent the fields. Last year, the Town  
26 donated the field rental fee to the Lady Lake Soccer Association to assist those who are unable to  
27 pay to play soccer. The funds would come in too late to help those who are unable to pay for the  
28 camp. The camp varies from 30 to 80 participants.

29  
30 Mayor Kussard asked if there were any questions or comments on the Consent items, and hearing  
31 none, asked for a motion.

32  
33 *Upon a motion by Commissioner Richards and a second by Commissioner Vincent, the*  
34 *Commission approved Consent Items #H-2 and #H-3 by a vote of 5 to 0.*

35  
36 **I. OLD BUSINESS:** No old business.

37  
38 **J. NEW BUSINESS:**

39  
40 **4. Consideration of Approval to Award Bid No. 2016-0004 for the Guava Street Sports**  
41 **Complex Concession Building and Parking Lot Project to Tumbleson White Construction,**  
42 **Inc., for the lump Sum of \$440,000.00 (Mike Burske)**

43  
44 Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on  
45 file in the Clerk's office). He stated that Tumbleson White Construction, Inc. (TWC) came in as the  
46 lowest competent bidder the second time this project was put out to bid. Their original bid was  
47 \$448,320.00 and it was negotiated down to \$440,000.00, leaving a \$27,000.00 contingency. As the  
48 Construction Engineering and Inspection (CEI) will come to \$20,000.00, the total for the project  
49 will be \$460,000.00. Mr. Burske noted that it will change the look of the area and give the Little  
50 League a new concession stand and meeting/storage building.

1 *Upon a motion by Commissioner Holden and a second by Commissioner Richards, the*  
2 *Commission approved Awarding Bid No. 2016-0004 for the Guava Street Sports Complex*  
3 *Concession Building and Parking Lot Project to Tumbleson White Construction, Inc., for the*  
4 *lump Sum of \$440,000.00 by a 5-0 vote.*

5  
6 **5. Consideration of Approval to Utilize Neel-Schaffer, Inc. for Construction, Engineering**  
7 **and Inspection (CEI) Services for the Guava Street Athletic Complex Concession Stand and**  
8 **Parking Lot Project (Mike Burske)**  
9

10 Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on  
11 file in the Clerk’s office). He stated that Neel-Schaffer Engineering has presented a proposal for the  
12 CEI Services for the concession stand and parking lot project. These services make sure that the  
13 contractor is doing his job by constructing the job per the plans and code. The fee is \$20,000.00 for  
14 these services per the attached contract. The estimated time for the completion of this project is 120  
15 days.

16  
17 *Upon a motion by Commissioner Vincent and a second by Commissioner Richards, the*  
18 *Commission approved utilizing Neel-Schaffer, Inc. for Construction, Engineering and Inspection*  
19 *(CEI) Services for the Guava Street Athletic Complex Concession Stand and Parking Lot Project,*  
20 *by a 5-0 vote.*

21  
22 **6. Consideration of Proposal from Aztek Systems for Replacement of the Access Control**  
23 **System (C.T. Eagle)**  
24

25 Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the  
26 Clerk’s office). He stated that the Town’s current access control system is in a failing state and is in  
27 need of replacement. Aztek Systems is the Town’s current contracted security systems contractor,  
28 and the Police Department currently has surplus funds in the Gas and Diesel budget line item that  
29 could be utilized to fund this project if so approved.

30  
31 *Upon a motion by Commissioner Holden and a second by Commissioner Hannan, the*  
32 *Commission approved the proposal from Aztek Systems for replacement of the Access Control*  
33 *System, by a 5-0 vote.*

34  
35 **7. Consideration of the Mutual Agreement for Pavement Management-Preservation**  
36 **Services with CW Roberts Contracting, Inc. for the FY 2015-16 Annual Street Resurfacing**  
37 **Project (C.T. Eagle)**  
38

39 Public Works Director C.T. Eagle gave the background summary for this agenda item (on file in the  
40 Clerk’s office). He stated that the agreement included in the packet is the 2016 Pavement  
41 Management Plan Update furnished by KCA, consultants. The update includes the proposed street  
42 resurfacing list for this fiscal year. He stated staff recommends utilizing or “piggybacking” the  
43 current procured and executed contract between the Board of Sumter County Commissioners and  
44 CW Roberts Contracting, Inc. Mr. Eagle stated that this is a budgeted item and this agreement has  
45 been reviewed and approved by the Town Attorney.

46  
47 Commissioner Richards questioned that this agreement is piggy-backing on Sumter County and  
48 includes 1” overlay only with striping, and no other treatment such as micro-surfacing.

49  
50 Mr. Eagle replied that the plan only calls for hot mix this year, which is why they piggy-backed on  
51 the C.W. Roberts contract.

1  
2 Commissioner Richards stated he reviewed Campo’s estimate and they give little credence to  
3 micro-surfacing, while recommending 1” overlays everywhere. He stated he has concerns for the  
4 budget as they recommend \$600,000 a year going toward resurfacing, when some roads are low  
5 traffic and may not need the 1” overlay.  
6

7 Mr. Eagle stated this year’s plan includes getting major components done, and is a catch-up year  
8 before going back into the micro-surfacing arena next year. He stated there are some low traffic  
9 subdivision roads in The Villages included in this year’s plan that are in need of being milled and  
10 overlaid. Mr. Eagle stated there will be a Pavement Management Plan update done next year to  
11 include re-inspection and re-inventory.  
12

13 Commissioner Richards asked that Mr. Eagle keep an eye on it.  
14

15 Town Manager Kris Kollgaard mentioned that the Driving Range was not included in this year’s  
16 plan at this time, but once the specs come in, it will be added.  
17

18 *Upon a motion by Commissioner Holden and a second by Commissioner Hannan, the*  
19 *Commission approved the Mutual Agreement for Pavement Management-Preservation Services*  
20 *with CW Roberts Contracting, Inc. for the FY 2015-16 Annual Street Resurfacing Project, by a*  
21 *4-1 (Richards) vote.*  
22

23 **8. Consideration of Approval to Advertise RFP 2016-0005 for Building Official Services,**  
24 **Plan Review, Inspections and Related Support Services (Thad Carroll)**  
25

26 Growth Management Director Thad Carroll gave the background summary for this agenda item (on  
27 file in the Clerk’s office). He stated that in May of 2012, a Request for Proposal (RFP) was  
28 circulated to solicit firms to provide Building Inspection Services, Building Plan Review Services,  
29 Fire Plan Review Services, and Building Official Services for the Town of Lady Lake. In response  
30 to the proposals received, NOVA Engineering, Inc. was awarded the contract to provide these  
31 services for the Town of Lady Lake and is currently our contracted provider. Mr. Carroll stated that  
32 the current contract was initially for two years and was extended twice; there is no option to extend  
33 the contract again.  
34

35 Mr. Carroll stated that given that four years have elapsed and that the Town of Lady Lake is  
36 currently underway with the budget preparations for the next fiscal year, the Growth Management  
37 Department, in coordination with the Town Manager’s office, believes that it is appropriate to  
38 circulate a Request for Proposal for these services once again in an effort to ensure that the Town is  
39 paying the going rate for these services. In addition, our current contract with NOVA will expire on  
40 October 1, 2016. Upon receipt of these proposals, the Town may elect to utilize another agency for  
41 these services, or retain the current provider under a new contract. The RFP as it will be circulated  
42 is attached. It is also the intent of the Town to enter into a new contract for the inspection services  
43 of Kerry Barnett of Fire Safety Consulting, LLC, via utilization of the terms of an existing contract  
44 with another Florida municipality.  
45

46 *Upon a motion by Commissioner Vincent and a second by Commissioner Richards, the*  
47 *Commission approved the request to advertise RFP 2016-0005 for Building Official Services,*  
48 *Plan Review, Inspections and Related Support Services, by a 5-0 vote.*  
49

1 **9. Consideration of Renewing the Town Manager’s Employment Contract, and if**  
2 **Renewed, Consideration of Annual Evaluation and COLA/Merit Performance Adjustment**  
3 **(Kris Kollgaard)**  
4

5 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the  
6 Clerk’s office). She stated that her current employment contract for the Town Manager position  
7 expires June 21, 2016. She stated if it is the pleasure of the Commission to renew this contract she  
8 would be agreeable to renewing the contract under the existing terms for another two years.  
9

10 Ms. Kollgaard stated that according to the Town Manager’s contract with the Town of Lady Lake,  
11 an annual evaluation must be done by the Town Commission on the Town Manager’s performance,  
12 and a performance merit adjustment can be made to the base salary if it is the Commission’s desire.  
13 She stated that Town is proposing a 2% COLA and up to a 3% merit increase for the employees this  
14 year, for up to a 5% increase total.  
15

16 Commissioner Richards commented that Ms. Kollgaard has always exceeded expectations and he  
17 agreed with the proposed increase.  
18

19 *The Commission approved the renewal of the Town Manager’s employment contract under*  
20 *existing terms and approved the COLA/merit performance adjustment by consensus.*  
21

22 **K. TOWN ATTORNEY’S REPORT:** No report.  
23

24 **M. TOWN MANAGER’S REPORT:**  
25

26 **10. Consideration of Two Appointments/Reappointments to the Police Pension Board**  
27 **(Kris Kollgaard)**  
28

29 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the  
30 Clerk’s office). She stated that the terms of two current Police Pension Board members expired in  
31 April and their terms were extended until after the Police Pension Board meeting on June 8<sup>th</sup>. Pete  
32 Chiasson and John Schmied are current members and would like to be reappointed.  
33

34 There were also two applications on file for this board for consideration for Robert Conlin, Sr. and  
35 Ronald Francis, III, although Mr. Francis’ application was withdrawn as he has been transferred.  
36

37 Ms. Kollgaard asked the Commissioners to make their selections. The following results were read  
38 into the record and tallied:  
39

- 40 Commissioner Vincent voted for Robert Conlin Sr. and Pete Chiasson.
- 41 Commissioner Hannan voted for Pete Chiasson and John Schmied.
- 42 Commissioner Holden voted for Pete Chiasson and John Schmied.
- 43 Commissioner Richards voted for Pete Chiasson and John Schmied.
- 44 Mayor Kussard voted for Pete Chiasson and John Schmied.  
45

46 *As a result, Pete Chiasson received five votes and John Schmied received four votes, and both*  
47 *were re-appointed.*  
48

49 Ms. Kollgaard reported that an RFP for the Police Pension Board attorney has been drafted and  
50 approved by the Board members. It will be advertised tomorrow.  
51

**N. MAYOR/COMMISSIONER'S REPORT:**

Commissioner Hannan reported that trees have been cut down and hat-racked in the last three weeks at the following addresses: 673 Rainbow Blvd., 504 Jason, 505 Jason, 536 Jason, 604 Jason, 714 Heathrow, 207 Palermo Ct., 703 Sharon, and 1235 Pompano. He asked if other Commissioners have noticed this in their wards. He stated that although some had permission, it is a shame that so many trees are being taken down.

Commissioner Vincent stated that there have been a lot of trees cut down in Water Oak as well.

Commissioner Holden stated that they should be required to replace it with a live oak or water oak.

Commissioner Hannan said this is being done when they go through proper channels.

Commissioner Hannan also brought up that contractors are parking on the wrong side of the road and that there should be some consequences when breaking the law. He stated he has reported it to Town staff and The Villages, as well.

Ms. Kollgaard stated that she has forwarded these complaints to the Chief, but it is her understanding that the contractor has to be present before the officer can write a ticket.

**O. PUBLIC COMMENTS:**

Mayor Kussard asked if there were any further questions or comments.

- Joe Quinn of 633 Rainbow Blvd. asked who should be called for things such as parking on the wrong side of the road.

He was informed to call non-emergency police dispatch which is manned 24 hours a day.

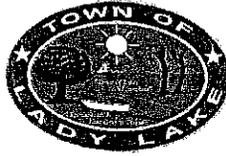
**P. ADJOURN:** The meeting was adjourned at 6:39 p.m.

\_\_\_\_\_  
Kristen Kollgaard, Town Clerk

\_\_\_\_\_  
Ruth Kussard, Mayor

\_\_\_\_\_  
Minutes transcribed by Nancy Slaton, Deputy Town Clerk

<sup>i</sup> 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.



H-2

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

SUBJECT: Consideration of Approval of the Sale and Purchase Contracts for 217 Skyline Drive and 221 Skyline Drive

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION:

- 1. Approval of the Contract to Sell vacant property located at 217 Skyline Drive to L&G Construction of Central Florida, Inc. in the amount of \$5,000.
2. Approval of the Contract to Sell vacant property located at 221 Skyline Drive to L&G Construction of Central Florida, Inc. in the amount of \$5,000.

SUMMARY: As directed, the Town Attorney has prepared a Sale and Purchase Contract for the vacant properties that the Town owns located at 217 Skyline Drive and 221 Skyline Drive. The purchaser is L & G Construction of Central Florida, Inc., and they are purchasing the two (2) lots for \$5,000 each for a total of \$10,000.

FISCAL IMPACT: \$10,000 Revenue to the Town [ ] Capital Budget [ ] Operating [ ] Other

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

[ X ] Support Documents-Contracts/Minutes

DEPARTMENT HEAD [Signature] Submitted Date 6-28-16

HR Approved as to Form Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN MANAGER [Signature] Approved Agenda Item for: 7-6-16 Date 6-28-16

COMMISSION ACTION:

- [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Town of Lady Lake ("Seller") and L&G Construction of Central Florida, Inc. ("Buyer")

Address: 217 Skyline Drive, Lady Lake, FL 32159
Legal Description: Lot 9, Block C, Skyline Hills Subdivision, according to the map or plat thereof as recorded in Plat Book 16, Page 32, Public Records of Lake County, Florida

including all improvements and the following additional property: N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 5,000.00 payable by Buyer in U.S. funds as follows:

(a) \$ 0.00 Deposit received (checks are subject to clearance) by Bowen & Schroth, P.A. ("Escrow Agent")

(b) \$ 500.00 Additional deposit to be made by or 3 days from Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ Other:

(e) \$ 4,500.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is lot acre square foot other (specify: ) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency. (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. Buyer will pay all loan expenses, including the lender's title insurance policy.

(1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

#### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before \_\_\_\_\_, TBD, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: \_\_\_\_\_.

(c) Title Evidence and Insurance: Check (1) or (2):

(1) Seller will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

(2) Seller will provide title evidence as specified in Paragraph 8(a)(2).  Seller  Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

(1) Feasibility Study: Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

110\* Buyer [Signature] and Seller \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

117 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
118 Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and  
119 assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless  
120 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability  
121 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of  
122 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a  
123 construction lien being filed against the Property without Seller's prior written consent. If this transaction does not  
124 close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and  
125 return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports  
126 and other work generated as a result of the inspections.

127 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's  
128 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement  
129 will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property  
130 is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed  
131 terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow  
132 Agent receives proper authorization from all interested parties.

133\* **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
134 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the  
135 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
136 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
137 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

138 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

151 **8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
152 or guardian deed as appropriate to Seller's status.

153 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in  
154 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
155\* which prevent Buyer's intended use of the Property as vacant land / residential: covenants, easements and  
156 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
157 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at  
158 or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence,  
159 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected  
160 type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

161 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

163 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
164 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
165 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
166 However if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed insurer  
167 as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format  
168 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,  
169 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
170 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

171 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

173\* Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the  
175 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
176 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
177 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
178 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
180 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless Buyer waives this requirement in writing.

#### 188 MISCELLANEOUS

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's  
194 failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies  
195 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
197 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

203 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
204 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
205 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 206 DEFAULT AND DISPUTE RESOLUTION

207 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
208 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

214 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
215 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

216 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from  
217 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent  
218 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the  
219 Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

220 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding  
222 arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any  
223 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will  
224 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will  
225 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related  
226 disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the  
227 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

228 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235\* Buyer (TG) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.



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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
326 copy delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328\* Date: 6/27/2016 Buyer: Tracy Green Tax ID/SSN: 47-2813459  
329\* Print name: Tracy Green, President

330\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
331\* Print name: \_\_\_\_\_  
332\* Phone: (352) 504-5040 Address: 22124 CR 561, Astatula, FL 34705  
333\* Fax: \_\_\_\_\_

334\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
335\* Print name: Kristen Kollgaard, Town Manager

336\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
337\* Print name: \_\_\_\_\_  
338\* Phone: (352) 751-1545 Address: 409 Fennell Blvd, Lady Lake, FL 32159  
339\* Fax: \_\_\_\_\_

340\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
341\* copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_).  Seller rejects Buyer's offer.

342\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

343\* Buyer TG (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Town of Lady Lake ("Seller") and L&G Construction of Central Florida, Inc. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 221 Skyline Drive, Lady Lake, FL 32159

Legal Description: Lot 11, Block C, Skyline Hills Subdivision, according to the map or plat thereof as recorded in Plat Book 16, Page 32, Public Records of Lake County, Florida

including all improvements and the following additional property: N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 5,000.00 payable by Buyer in U.S. funds as follows:

(a) \$ 0.00 Deposit received (checks are subject to clearance) by Bowen & Schroth, P.A. ("Escrow Agent")

(b) \$ 500.00 Additional deposit to be made by or 3 days from Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ Other:

(e) \$ 4,500.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is lot acre square foot other (specify: ) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. Buyer will pay all loan expenses, including the lender's title insurance policy.

(1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$ bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

#### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before \_\_\_\_\_, TBD, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: \_\_\_\_\_.

(c) Title Evidence and Insurance: Check (1) or (2):

(1) Seller will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

(2) Seller will provide title evidence as specified in Paragraph 8(a)(2).  Seller  Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

(1) Feasibility Study: Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

117 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
118 Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and  
119 assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless  
120 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability  
121 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of  
122 any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a  
123 construction lien being filed against the Property without Seller's prior written consent. If this transaction does not  
124 close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the Inspections and  
125 return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports  
126 and other work generated as a result of the Inspections.

127 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's  
128 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement  
129 will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property  
130 is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed  
131 terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow  
132 Agent receives proper authorization from all interested parties.

133\*  (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
134 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the  
135 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
136 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
137 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

138 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### TITLE

150 8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
151 or guardian deed as appropriate to Seller's status.

152 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in  
153 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
154 which prevent Buyer's intended use of the Property as vacant land / residential: covenants, easements and  
155 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
156 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at  
157 or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence,  
158 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected  
159 type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

160 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
161 subject only to title exceptions set forth in this Contract.

162 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
163 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
164 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
165 However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer  
166 as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format  
167 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,  
168 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
169 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

170 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
171 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from  
172

173\* Buyer ( TP ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the  
175 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
176 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
177 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
178 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
180 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless Buyer waives this requirement in writing.

#### MISCELLANEOUS

186  
187 9. **EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 10. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's  
194 failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies  
195 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

196 11. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
197 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

203 12. **ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
204 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
205 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### DEFAULT AND DISPUTE RESOLUTION

206  
207 13. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
208 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

214 14. **DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
215 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

216 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from  
217 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent  
218 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the  
219 Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

220 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding  
222 arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any  
223 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will  
224 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will  
225 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related  
226 disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the  
227 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

228 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235 Buyer (   *ZZ*   ) (        ) and Seller (        ) (        ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

236 will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration  
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable  
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

240 **15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in  
241 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this  
242 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for  
243 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this  
244 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the  
245 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
246 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims  
247 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

248 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations  
249 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
250 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.)  
251 and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not  
252 reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller  
253 representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely  
254 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts  
255 that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable  
256 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with  
257 or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold  
258 harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage  
259 based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at  
260 Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
261 including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor;  
262 and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and  
263 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this  
264 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:**  
267 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such  
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees  
270 as indicated below.

271	_____ N/A _____	_____ N/A _____
272	Real Estate Licensee	Real Estate Licensee
273	_____ N/A _____	_____ N/A _____
274	Broker / Brokerage fee: (\$ or % of Purchase Price) N/A	Broker / Brokerage fee: (\$ or % of Purchase Price) N/A
275	_____	_____

276 **ADDITIONAL TERMS**

277 **18. ADDITIONAL TERMS:**

278 Notwithstanding anything contained herein to the contrary, the Effective Date shall be the  
279 date on which Seller approves this contract at a properly noticed public meeting. Buyer's  
280 offer shall remain open until such time as it is accepted or rejected by Seller.  
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282 The Closing Date shall be on or before the twentieth (20th) day after the Effective Date.  
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295 Buyer (TG) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.



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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
326\* copy delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
327\* revoked and Buyer's deposit refunded subject to clearance of funds.

328\* Date: 6/27/2016 Buyer: Tracey Green Tax ID/SSN: 47-2813459  
329\* Print name: Tracey Green, President

330\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
331\* Print name: \_\_\_\_\_  
332\* Phone: (352) 504-5040 Address: 22124 CR 561, Astatula, FL 34705  
333\* Fax: \_\_\_\_\_

334\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
335\* Print name: Kristen Kollgaard, Town Manager

336\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
337\* Print name: \_\_\_\_\_  
338\* Phone: (352) 751-1545 Address: 409 Fennell Blvd, Lady Lake, FL 32159  
339\* Fax: \_\_\_\_\_

340\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
341\* copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_).  Seller rejects Buyer's offer.

342\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

343\* Buyer (TG) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Clerk's office). He stated that all marked police patrol vehicles are equipped with an in-car video camera system. They are either the new Road Runner video system, or one of two ICop video systems. The older of the ICop machines are almost ten years old and are beginning to fail. The Town is having difficulty, or unable, to get replacement parts. There are nine of these units currently deployed in our fleet; five are in use on a daily basis, and four are in pool cars that are scheduled to be auctioned next fiscal year.

In regard to the older ICop system, whenever the vehicle is turned on, the older ICop requires the camera system to complete a boot-up cycle prior to the operator being prompted to enter a code. This must occur before the ICop will allow the operator to manually turn on the camera or even recognize any trigger event such as emergency lights being activated.

The Police Department's current policy dictates when video must be on and a flaw in the older ICop system causes a potential unintended policy violation if an officer immediately responds to an emergency call and does not wait for the camera to complete a boot up cycle and enter a passcode. No one, especially someone who is in desperate need of assistance, wants an officer being delayed responding to an emergency call by having to wait a minute or more for the boot up cycle to complete before driving just to be compliant with policy. The manufacturer has advised us that there is no way to circumvent the boot-up and passcode process with the older camera system.

Additionally, the obsolete and limited storage capability of the ICop system can cause the system to fail if the hard drive is full. Downloading the ICop video requires the removal of the entire hard drive to upload the contents to our ICOP video server. Recognizing these problems, starting two years ago we began transitioning to the Road Runner video system. That particular system is extremely simple and secure. When the car engine is turned on the video system auto boots and begins recording, and continues recording as long as the vehicle remains running. There are no user controls to manipulate or alter.

Chief McKinstry stated that with recent retirements, the vacant positions have created unused funds that will not be needed to pay employee salaries this fiscal year. It is staff's recommendation that we use those funds to immediately replace the five older ICop machines that are in daily service to ensure the integrity of our video systems. The installation of new Road Runner system in five vehicles is a total \$23,869.

Commissioner Vincent asked why the unmarked cars would not be equipped.

Chief McKinstry replied that the unmarked cars are not used for patrol

*Upon a motion by Commissioner Holden and a second by Commissioner Hannan, the Commission approved the Purchase of Five New In-Car Video Systems to Replace Obsolete Equipment with Funding to be Accomplished by a Budget Transaction from 1200 – Regular Pay to 5210 – General Operating, by a vote of 5 to 0.*

**9. Consideration of Offer from Amber Byrne to Purchase Town-Owned Vacant Lots Located at 217 Skyline Drive, 221 Skyline Drive, and 224 Longview Avenue (Kris Kollgaard)**

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk's office). She stated that Amber Byrne has made the Town an offer of \$5,000.00 for the vacant lot located at 217 Skyline Drive (AK# 1440033) and \$5,000.00 for the vacant lot at 221 Skyline Drive (AK# 2616415). Ms. Byrne has also offered \$7,000.00 for 224 Longview Avenue

(AK#1794871). The vacant property at 224 Longview Avenue is owned by the Town and is not currently on the market as the Commission decided to hang on to this property in 2012 because of its potential to become commercial in the future. Attached is the information on the properties along with photographs. If the Commission approves the sale of the two or three properties, then staff will work with the Town Attorney and will bring the contract(s) to the next Commission meeting for final approval.

Commissioner Hannan stated that he and the Town Manager had viewed the properties last week. He stated the Longview Avenue property is adjacent to a commercial lot and recommended that the Town hold onto this property. He stated the Town should attempt to purchase the other lot or sign an agreement with the owner that if the Town receives an offer, a sale could be negotiated. Commissioner Hannan also suggested that the Town should make a higher counter-offer on the Skyline lots.

Commissioner Richards commented that these properties on Skyline have been on the market for over a year and the Town is not in the business of speculation.

Mayor Kussard commented that she felt \$5,000 was a fair offer on these lots.

There was further discussion by the Mayor and Commissioners.

*Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission approved to authorize staff to work with the Town Attorney on preparing a contract responding to the offer from Amber Byrne to purchase the Town-owned vacant lots located at 217 Skyline Drive and 221 Skyline Drive in the amount of \$5,000.00 per lot for a total of \$10,000, and subject to the Commissioners' final approval; and to deny the offer for 224 Longview Avenue, by a vote of 4 to 1 (Hannan).*

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

**10. Ordinance No. 2016-11 – Second/Final Reading (Tabled from 5/16/16) – Annexation – The Villages of Lake-Sumter, Inc., John and Patricia Porto, and Pamela A. Barsness – from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for Five Lots Consisting of Approximately 0.64 +/- Acres of Land, Located in Orange Blossom Gardens Unit, 1, 3 and 3.1b. (Thad Carroll)**

Attorney Sasha Garcia read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated this ordinance was tabled at the request of applicant, and that the applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., John and Patricia Porto, and Pamela A. Barsness, has filed applications to annex properties consisting of five lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 1, 3, and 3.1B. The annexation application involves 0.64 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

Mr. Carroll stated the five lots are spread out along different roads and include the following addresses:

- 1026 Aloha Way
- 803 Aloha Way



1-3

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

SUBJECT: Consideration to Award RFQ # 2016-0001 to Neel-Schaffer, Inc. to Perform the C.E.I. Services for the Villages Elementary School Sidewalk Safety Improvements and to Sign the Contract for Their Services

DEPARTMENT: Parks and Recreation Department

RECOMMENDED MOTION: Approval to Award RFQ # 2016-0001 to Neel-Schaffer, Inc. to Perform the C.E.I. Services for the Villages Elementary School Sidewalk Safety Improvements and to Sign the Contract for Their Services

SUMMARY: The Town advertised a Request for Qualifications to perform C.E.I. Services for the Villages Elementary Sidewalk Project. Three firms submitted proposals: Neel-Schaffer Engineering, Keith and Schnars Engineering., and D.R.M.P Engineering. Town staff formed a Selection Committee to review and grade the three firms, which consisted of the Town Manager, the Public Works Director, the Human Resources Director, the Parks and Recreation Director and the Growth Management Director. All three firms were invited to make presentations. As shown in the attached documents, Neel-Schaffer was the highest scoring firm. F.D.O.T. has allowed a budget of \$45,000.00, and the Town Manager and I were able to negotiate with Neel-Schaffer to meet this price. Their original proposal was \$49,780.00. Note that F.D.O.T will not cover anything above the \$45,000.00 amount for engineering services for this project. Both this contract and the RFQ document are part of the contract approved by F. D.O.T. and no changes will be allowed.

FISCAL IMPACT: \$45,000.00 for CEI Services to be reimbursed by FDOT.

- [ ] Capital Budget
[ ] Operating
[X] Other - Grant Funding

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

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

DEPARTMENT HEAD [Signature] Submitted 06/23/16 Date 07/06/16
HR Approved as to Form Date
FINANCE DEPARTMENT [Signature] Approved as to Budget Requirements Date 6/23/16
TOWN MANAGER [Signature] Approved Agenda Item for: 7/6/16 Date 6/27/16

- COMMISSION ACTION:
[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR  
The Villages Elementary School Sidewalk Safety Improvements  
Construction  
FPN: 433200-1-68-01  
SRTS-329-A**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between **the Town of Lady Lake** (hereafter referred to as "Town"), whose address is 409 Fennell Blvd., Lady Lake, Florida 32159, and **Neel Schaffer Engineering Inc.** hereafter referred to as "Consultant"), whose address is 2301 Lucien Way, Suite 300, Maitland, Florida 32751.

**RECITALS**

WHEREAS, the TOWN has need of professional services for **Construction Engineering and Inspection Services (CEI) for The Villages Elementary School Sidewalk Safety Improvements FPN: 433200-1-68-01 SRTS-329-A**; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to **Construction Engineering and Inspection Services (CEI) for The Villages Elementary School Sidewalk Safety Improvements FPN: 433200-1-68-01 SRTS-329-A**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional Consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Town of Lady Lake Contactor, and will work with the Town to provide said services in accordance with the scope of work outlined in **RFQ 2016-0001**.
3. The term of this Agreement shall commence on July 7, 2016 and continue in full force through completion of construction and administrative services unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated with cause by the Town upon ten (10) days written notice to the Consultant. This Agreement may be terminated without cause by the Town upon

fifteen (15) days written notice to the Consultant. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Consultant, Consultant shall furnish to the Town an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Town. Consultant shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the lump sum fee shall remain the same throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties. All payments to the Consultant are made in the form of a check issued by the Town of Lady Lake Finance Department. The agreed upon fee by the Town and the Consultant is **\$45,000.00**.

6. General Considerations.

- a) All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b) All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records, pursuant to Florida Statute 19.0701.
- c) Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Consultants (if any).
- d) Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e) Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in *RFQ 2016-0001*, naming Town as an additional insured in each such policy.
- f) Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g) The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or

transfer their interest in this agreement without the prior written consent of the other party.

7. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The Consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

8. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein, consist of the following:

- a) RFQ 2016-0001
- b) Vendor's Proposal
- c) This contract agreement
- d) Permits/Licenses
- e) All Proposals/Addenda Issued Prior to Opening Date
- f) All Modifications and Change Orders Issued
- g) Terms for Federal Aid Contracts Document # 375-040-84

9. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Town and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

10. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent Consultant to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town.

11. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

12. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the Town or Circuit Court in and for Lady Lake, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Town in any other State Court, Federal Court or

administrative tribunal.

13. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

14. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

15. In performing services hereunder, Consultant shall comply with all federal, state, and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

16. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. The Consultant agrees to certify to the Town that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all sub-Consultants who will participate in the performance of the contract. All sub-Consultant certifications must be kept on file by the general Consultant and made available to the state and/or the TOWN upon request. The Town of Lady Lake Commissioners reserves the right to take action against any Consultant deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the Consultant from performing services for the Town.

17. Consultant shall notify the Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

**FOR THE TOWN**

Name: Kris Kollgaard  
Address: 409 Fennell Blvd.  
Lady Lake FL 32159  
Title: Town Manager

**FOR THE CONSULTANT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have signed this agreement the day and year first above written.

**TOWN OF LADY LAKE**

By: Kris Kollgaard, Town Manager  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST: Derek Schroth, Town Attorney  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_

Date Signed: \_\_\_\_\_



# Town of Lady Lake Florida

REQUEST FOR QUALIFICATIONS

RFQ #2016-0001

FOR

CONSTRUCTION ENGINEERING AND INSPECTION

LOCAL AGENCY PROGRAM (LAP) PROJECT

The Villages Elementary School Sidewalk Safety  
Improvements

FPN: 433200-1-68-01

SRTS-329-A

# TOWN of Lake Florida

## REQUEST FOR QUALIFICATIONS

RFQ #2016-0001

FOR

## CONSTRUCTION ENGINEERING AND INSPECTION

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**TOWN OF LADY LAKE  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
(CEI) QUALIFICATIONS REQUEST  
RFQ No. 2016-0001**

**Project Title: LOCAL AGENCY (LAP) THE VILLAGES ELEMENTARY SCHOOL  
SIDEWALK SAFETY IMPROVEMENTS**

---

Department:	Parks and Recreation
Contact Person:	Nancy Slaton, Deputy Town Clerk
Address:	409 Fennell Boulevard
Telephone:	352-751-1502
Fax:	352-751-1510
Submittal Date:	Up until <b>March 30, 2016</b>
Submittal Time:	No later than <b>10:00 a.m.</b>

**1. GENERAL INFORMATION**

The Town of Lady Lake is advertising this **Construction Engineering and Inspection Services (CEI)** for interested parties that are qualified and experienced to provide Construction Engineering and Inspection Services for the Local Agency Program (LAP). This project includes the construction of 5-ft. wide sidewalk along the north and south sides of Oak Street from Clay Avenue to CR 25 (approximately 1,020 feet), and along the west side of CR 25 from Oak Street to Fennell Blvd. (approximately 3,350 feet). The westerly portion of sidewalk along Oak Street will be located along the south right-of-way to avoid impact to an existing regional lift station located on the north right-of-way. The easterly portion of sidewalk along Oak Street will be located along the north right-of-way to avoid impact to a mature 30-foot oak tree located on the south right-of-way. A mid-block crossing will be included in the design with signage and a Rectangular Rapid Flash Beacon (RRFB) to allow for the change from one side of the right-of-way to other. Drainage construction will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and Mitered End Section (MES). Additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, curb ramps and pedestrian landings, and minor utility adjustments. All crosswalk, sidewalks, and pedestrian ramps will adhere to current ADA standards. Improvements include detectable warning surfaces and required signing and paving marking. Utility coordination and adjustment is required. The firm will work closely with the Florida Department of Transportation District 5 and the Town of Lady Lake.

Interested firms may secure a copy of the documents through Demandstar or copies are available from Nancy Slaton, Deputy Town Clerk, at 409 Fennell Blvd., Lady Lake, FL

32159, phone number 352-751-1502. Copies via e-mail are also available by contacting Nancy Slaton at [nslaton@ladylake.org](mailto:nslaton@ladylake.org)

To ensure fair consideration for all respondents to this RFQ, firms interested in providing the required services may be disqualified if they have contact during the submission or selection process with the Mayor, Town Commissioners, or any Town staff. Only the Deputy Town Clerk may be contacted during the submission or selection process. **The last day for any and all questions is Monday, March 23, 2016.**

## **2. REQUEST FOR QUALIFICATIONS**

All Proposals must be in a sealed envelope/box and clearly marked in the lower left corner: **"RFQ No. 2016-0001: Local Agency Program (LAP) Sidewalk Improvement Project *THE VILLAGES ELEMENTARY SCHOOL SIDEWALK SAFETY IMPROVEMENTS*" and shall be sent to or delivered to the following address only:**

**Nancy Slaton, Deputy Town Clerk  
409 Fennell Boulevard  
Lady Lake, Florida 32159**

All Proposals must be received in the Office of the Town Clerk by 10:00 a.m. (EST) on **Tuesday, March 30, 2016**. Proposals will be publicly opened immediately afterwards and read in the Town of Lady Lake Commission Chambers located at 409 Fennell Blvd, Lady Lake, FL. Proposals will not be accepted after that date and time under any circumstances. **One (1) Original and SEVEN (7) copies of the Proposal must be submitted. The Proposer shall mark the appropriate ORIGINAL as such.** Proposal openings are open to the public. All Proposers and their representatives are invited to be present. Any responses received by the Purchasing Agent after the due date and time specified in this Request For Construction Engineering and Inspection Services (hereafter "CEI") will not be considered. Any Proposal or copies that are sent to any other address may be refused and sent back to the Proposer unopened. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All Proposals must contain a manual signature of the authorized representative.

The Town of Lady Lake will not be liable for any cost incurred in the preparation of these Proposals. All Proposals received from Proposers in response to this RFQ will become property of the Town and will not be returned to the Proposer. In the event of a Contract Award, all documentation produced as part of the Contract shall become the exclusive property of the Town. Responses to this RFQ upon receipt by the Town will become a public record subject to the provisions of Chapter 119 F.S., Florida Public Records Law.

## **3. SELECTION PROCESS**

The **anticipated** schedule for the selection of CEI consulting services is as follows:

Advertisement Date:	March 6, 2016
Last Day for Questions:	March 23, 2016
Qualification Packages Due:	March 30, 2016
Qualification Packages Opened:	March 30, 2016
Selection Committee Meeting:	April 12, 2016
Vendor Presentations to Selection Committee:	April 19, 2016
Contract Negotiations:	TBD
Estimated Contract Award:	May16, 2016

The responses will be evaluated in accordance with Florida Statute Section 287.055. This section is known as the Consultants Competitive Negotiation Act (CCNA). As Federal Funds will be utilized in this project, the selection process is subject to 40USC 11101-1104 (Brooks Act)

*Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.*

The evaluation points will assign as follows:

**MANDATORY ELEMENTS**

1. Must be licensed to practice in Florida.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town. *The Town shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.*
3. The firm adheres to the instructions in this Request for Qualifications on preparing and submitting the proposal.
4. All required forms as found in Section 14

**Any proposal that does not contain each of the mandatory elements will be rejected. All required forms are found in Section 14 on page 19 of this document.**

**ABILITY OF PERSONNEL**

**0-25 points**

The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management. List the personnel's continued personal professional education.

**EXPERIENCE**

**0-25 points**

The firm's experience in similar projects and the quality of work performed.

**ABILITY TO FURNISH REQUIRED SERVICES**

**0-25 points**

General approach to Safe Routes to School and Local Agency Program projects.

**Total points available**

**75 points**

The top three short listed firms will be invited to make presentations. Each of the categories will be worth 25 points for a total of 75 points. This presentation will be open to the public as well as other respondents as detailed in Florida Statute section 287.055(4)(a). The top three firms invited to make a presentation will be notified in writing as to the date and time as well as the presentation guidelines. This selection will also be subject to 40USC 11101-1104 (Brooks Act)

The Town will allot an equal time of 30 minutes for each proposer. The format may consist of formal presentations, questions and answers and discussion for clarification purposes.

**SELECTION PRESENTATION SCORING**

**SUMMARY OF PERSONNEL WORKING ON THIS PROJECT**

**0-25 points**

In depth presentation of those who will work directly on this project. We will be looking for the qualifications of the individuals and not the organization as a whole.

**EXPERIENCE IN SIMILAR LAP PROJECTS**

**0-25 points**

The firm's experience in similar projects and quality of work performed. Experience of individual team members working on this project and whether they will remain on this project from beginning to end.

**APPROACH AND MANAGEMENT THIS PROJECT**

**0-25 points**

General approach to Safe Routes to School and Local Agency Program projects. Discuss how you would work with the Town and the contractor; and how will you handle the paperwork for the Town to submit to the Department.

**Total points available**

**75 points**

**Prospective Proposers shall submit the following information with their Proposal:**

All proposals submitted should contain the following information. *All required forms are found in Section 14 on page 19 of this document.*

## **TITLE PAGE**

Information should include the subject of the RFQ, the firm's name, the name of a contact person along with an address and phone number, and the date of the proposal.

## **TABLE OF CONTENTS**

## **TRANSMITTAL LETTER**

A letter of interest and general information about the firm and its principals, i.e., location of headquarters, size, length of time in business, length of tenure and names of key personnel who will be assigned to the projects.

## **PROFESSIONAL QUALIFICATIONS**

Evidence that the proposer is properly licensed to practice in Florida. A detailed qualifications statement, including short resumes, professional and business licenses and credentials of proposer and key personnel that may be assigned to the projects.

## **SIMILAR PROJECTS**

List all LAP projects of similar nature within the past five years. A brief description of each project should include the title of project and client, year project completed, nature of work involved in each project.

## **ABILITY TO FURNISH REQUIRED SERVICES**

General approach to Safe Routes to School and Local Agency Program projects. Give detail on how your firm will handle paperwork and the daily work required in this project.

## **SUBCONTRACTORS**

Firms that anticipate subcontracting portions of the services must state this fact in their proposal and clearly identify the subcontracting firm(s). Following the award of the contract, no additional subcontracting will be allowed without the prior consent of the Town.

## **CONFLICT OF INTEREST**

Disclosure of any conflict of interest due to any other clients, contracts or property interests for this project only. Include a signed statement certifying that no member of your firm - ownership management, or staff - has vested interest in any aspect or department of the Town of Lady Lake.

## **PUBLIC ENTITY CRIMES**

Per Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building; 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Any firm submitting a proposal in response to this RFQ must indicate it has not been placed on the convicted vendor list following a conviction of public entity crimes.

## **4. GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS**

The Town reserves the right to reject any or all Proposals. The Town also reserves the right, in its sole discretion, to waive minor errors or irregularities in the Proposals or in the Proposal solicitation procedures, or submissions. The Town shall not be contractually or otherwise bound to any Proposer until a Contract has been executed by the Town.

The Town reserves the right to reject the Proposal of any proposer if the Town believes that it would not be in the best interest of the Town to make an award to that offer, whether because the proposal is not responsive, or the proposer is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Town, or for no reason at all. The Town reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

It is clearly understood by both parties, upon submission of a proposal from proposer, that no representation, authorization, communication or understanding will be valid unless said representation, validation or authorization or other clarifications are submitted to the Town, in writing, and are responded to by a representative of the Town in writing. All information requests and responses must be sent to the Deputy Town Clerk of Lady Lake by calling (352) 751-1502 or e-mailing [nslaton@ladylake.org](mailto:nslaton@ladylake.org).

## **5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The Town and the Department encourages DBE firms to compete for professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the Department has an overall 9.91% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required to indicate their intention regarding DBE participation in the DBE Participation Statement contained in this RFQ located in the **REQUIRED FORMS FROM THE DEPARTMENT** section and to submit that statement with the Proposal.

## 6. PUBLIC ACCESS TO PUBLIC RECORDS

Consultants shall be aware that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the consultant and its independent contractors and associates related, directly or indirectly, to the services provided under this RFQ, shall be deemed to be a Public Record whether in the possession or control of the Town or the consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the consultant is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the Town Manager. Upon request by the Town, the consultant shall promptly supply copies of said public records to the Town. All books, cards, registers, receipts, documents, and other papers in connection with the services provided shall at any and all reasonable times during the normal working hours of the consultant be open and freely exhibited to the Town for the purpose of examination and/or audit.

## 7. OTHER SERVICES:

Upon written authorization by the Town Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Town to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.
  - a. **Contradictions** - In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.
  - b. **Third Party Beneficiary** - It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of

action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

- c. **Town Authority:** The Town shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

8. **PROMPT PAYMENT PROVISION**

The Town shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the consultant's invoice and written approval of the same by the Town's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the Town for those specified tasks as described in the Scope of Services that were completed during the invoicing period.

For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of the completed work on those specific services approved in writing by the Town's Administrative Agent based on the percentage amount for those specified services.

The Consultant's invoices shall be in a form satisfactory to the Town of Lady Lakes' Finance Department who shall initiate disbursements.

The Consultant shall be compensated in a lump sum payment method as predetermined and addressed prior to the completion of the negotiation process. The lump sum payment method shall apply to each phase of the work as outlined in the Scope of Services

9. **TERMINATION CLAUSE**

A. **Termination for Default** - Consultant shall be considered in material performance default of this Agreement and such default shall be considered cause for Town to terminate this Agreement, in whole or in part, as further set forth in this section, if Consultant:

- 1) fails to begin Services under this Agreement within the time specified herein or any extension; or
- 2) fails to properly and timely perform the Services as agreed with the Town in the approved Scope of Services; or
- 3) performs the Services unsuitably or refuses to correct such work; or
- 4) discontinues prosecution of the Services; or
- 5) fails to resume work which has been suspended within ten (10) days' time after being notified to do so; or
- 6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or

- 7) allows any final judgment to stand unsatisfied for more than ten (10) days; or
- 8) makes an assignment for the benefit of creditors; or
- 9) fails to obey all applicable codes, laws, ordinances, rules or regulations with respect to the Services; or
- 10) fails to promptly pay its subcontractors and/or suppliers; or
- 11) breaches any other provision of this Agreement.

If the Town determines that the Consultant is in default under this Agreement, Town shall notify the Consultant in writing of the default(s). If the Town determines the Consultant has not remedied and cured the default(s) within ten (10) calendar days following receipt of the written notice, as specified herein, then the Town, at its option, without prejudice to any right or remedy it may be entitled to hereunder by law, may terminate Consultant's right to proceed under this Agreement, in whole or in part, and take possession of all or any portion of the work, take assignments of any subcontracts or purchase orders that Town may designate, and complete all or any portion of the Services by whatever means, method or agency which the Town, in its sole discretion, may choose.

In making either the initial determination that Consultant is in default under this Agreement or the subsequent determination the Consultant has failed to satisfactorily cure its default, Town may rely upon whatever means it deems appropriate.

All monies expended and all of the costs, losses, damages and extra expenses, including management, administrative and other overhead and other direct and indirect expenses including, but not limited to design professionals and attorneys' fees or damages incurred by the Town incident to such completion, shall be deducted from the unpaid balance of the Professional Services Agreement amount, and if such expenditures exceed the unpaid balance of this Agreement, Consultant agrees to pay promptly to Town on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. This obligation for payment to the Town shall survive termination of the contract. If the unpaid balance of the Professional Services Agreement exceeds all such costs, expenditures and damages incurred by the Town to complete the Services, Consultant shall not be entitled to any portion of such excess, except for any unpaid portion of costs incurred prior to the Agreement being terminated because of default.

The liability of the Consultant shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the Town in good faith under the belief that such payments or assumptions were necessary or required to complete the Services and providing labor, materials, equipment, supplies, and other items therefore or re-awarding the work, and in settlement, discharge or compromise of any claims,

demands, suits, and judgments pertaining to or arising out of completing the work.

If, after notice of termination it is determined the Consultant was not in default or that the Town is not entitled to the remedies against the Consultant provided herein, then such termination shall be deemed a termination for Town's convenience and Consultant's remedies against the Town shall be the same as and limited to those afforded the Consultant under Section 8 below.

**B. Termination for Convenience and Right of Suspension** - This Agreement may be terminated without cause by the Town upon fifteen (15) days written notice to the Consultant. In the event of termination for convenience, Consultant shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination. Consultant shall not be entitled to any other or further recovery against the Town. Town shall have the right to suspend all or any portions of the Services upon giving the Consultant prior written notice of such suspension in accordance with this Agreement.

If all or any portion of the Services is so suspended, Consultant's sole and exclusive remedy shall be to seek an extension to the contract agreement time. In no event shall the Consultant be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds thirty (30) calendar days, the Consultant shall have the right to terminate the Agreement

#### **10. NOTIFICATION OF PERFORMANCE EVALUATION**

At the end of this contract, the Parks and Recreation Department will evaluate the successful proposer's performance. This evaluation will become public record.

#### **11. INSURANCE REQUIREMENTS**

The proposer receiving the award must obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the Town, with the Certificate Holder listed as Town of Lady Lake, to verify such coverage. **INSURANCE:** Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Town.

##### **Minimum Coverage Amounts and Limits**

(a) Worker's Compensation Statutory requirements at location of work - Employer's Liability \$100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee.

(b) Commercial General Liability \$1,000,000 General Aggregate - \$1,000,000 Products-Comp.Ops Agg; \$2,000,000 Each Occurrence; \$ 100,000 Fire Damage; \$ 5,000 Medical Expense.

(c) Automobile Liability \$1,000,000 Combined Single Limit (owned, hired and non-owned); Option of Split Limits: (1.) Bodily Injury \$ 500,000 Per Person; \$1,000,000 Per Accident. (2.) Property Damage \$ 500,000; (d) Professional Liability \$1,000,000 per claim (when applicable) \$1,000,000 annual aggregate.

Insurance carrier(s) must have a minimum financial rating of A-. Coverage shall apply to the indemnity provided to Town of Lady Lake and shall include Lady Lake, its officers and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under Contract. The insurance afforded to the Town shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause.

Prior to entering into any Contract with the Town, Consultant shall furnish Town with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Town of Lady Lake as additional insured and an endorsement for which has been issued. The Consultant may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Town, except that in the event of cancellation for nonpayment of premium the Town shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the describe policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The Town will not maintain any insurance on behalf of Consultant covering loss or damage to the work or to any other property of Consultant. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under Contract. Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the Town. Notices, in original and one copy, of cancellation, termination

12. **E-VERIFY:** *Florida Governor's Executive Order 11-116*

The Consultant shall utilize the U.S. Department of Transportation Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any sub-consultants performing work or providing services pursuant to the 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 sub-consultant during the Contract term.

**12. SAMPLE CONTRACT**

**Sample Independent Consultant Agreement**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_, 2016, by and between **the Town of Lady Lake** (hereafter referred to as "Town"), whose address is 409 Fennell Blvd., Lady Lake, Florida 32159, and \_\_\_\_\_ hereafter referred to as "Consultant"), whose address is \_\_\_\_\_

**RECITALS**

WHEREAS, the TOWN has need of professional services for **Construction Engineering and Inspection Services (CEI) for FDOT Local Agency Program (LAP) Projects in the Town of Lady Lake**; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to **Construction Engineering and Inspection Services (CEI) for FDOT Local Agency Program (LAP) Projects In Lady Lake**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional Consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Town of Lady Lake Contactor, and will work with the Town to provide said services in accordance with the scope of work outlined in \_\_\_\_\_
3. The term of this Agreement shall commence on \_\_\_\_\_ and continue in full force through \_\_\_\_\_ unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated with cause by the Town upon ten (10) days written notice to the Consultant. This Agreement may be terminated without cause by the Town upon fifteen (15) days written notice to the Consultant. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Consultant, Consultant shall furnish to the Town an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Town. Consultant shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and

agrees that the lump sum fee shall remain the same throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties. All payments to the Consultant are made in the form of a check issued by the Town of Lady Lake Finance Department. The agreed upon fee by the Town and the Consultant is \$\_\_\_\_\_.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records, pursuant to Florida Statute 19.0701.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in \_\_\_\_\_, naming Town as an additional insured in each such policy.
- f. Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or transfer their interest in

this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The Consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein, consist of the following:

- a. RFQ \_\_\_\_
- b. Vendor's Proposal
- c. This contract agreement
- d. Permits / Licenses
- e. All Proposals Addenda Issued Prior to Opening Date
- f. All Modifications and Change Orders Issued
- g. Terms for Federal Aid Contracts document # 375-040-84

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Town and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent Consultant to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the

enforcement, construction or interpretation of this agreement shall be maintained in the Town or Circuit Court in and for Lady Lake, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Town in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state, and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The Consultant agrees to certify to the Town that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all sub-Consultants who will participate in the performance of the contract. All sub-Consultant certifications must be kept on file by the general Consultant and made available to the state and/or the TOWN upon request. The Town of Lady Lake Commissioners reserves the right to take action against any Consultant deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the Consultant from performing services for the Town.

18. Consultant shall notify the Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

19. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

20. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.6 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation of Provisions:** The Consultant will include the provisions of Paragraph C through F in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 262), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

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of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12139) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13186, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient 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 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 26.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

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both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

**FOR THE TOWN**

Name: Kris Kollgaard

Address: 409 Fennell Blvd.  
Lady Lake FL 32159

Title: Town Manager

Date: \_\_\_\_\_

**FOR THE CONSULTANT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have signed this agreement the day and year first above written.

**TOWN OF LADY LAKE**

By: Kris Kollgaard, Town Manager

\_\_\_\_\_

Date Signed: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST: Derek Schroth, Town Attorney

\_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**5. REQUIRED FORMS FROM THE DEPARTMENT (to be filled out and included in your proposal unless specified "required reading only". FAILURE TO PROVIDE REQUIRED FORMS WILL RENDER THE PROPOSAL NON-RESPONSIVE)**

- a. Certification Regarding Suspension and Debarment (pages 23-24)
- b. Certification for Disclosure of Lobbying Activities (page 24)
- c. Disclosure of Lobbying Activities (pages 25-26)
- d. Conflict of Interest Certification (page 27)
- e. Drug Free Workplace (page 28)
- f. DBE Participation Statement (page 29)
- g. Public Entity Crimes (pages 30-31)
- h. Public Records Form (pages 32)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

975-080-02  
PROCUREMENT  
11/16

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS**  
(Compliance with 49CFR, Section 20.100 (b))

875-003-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/18

Is this form applicable to your firm?

YES  NO

If no, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form 111 (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-30  
 PROCUREMENT  
 OGC - 02/16

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## DRUG-FREE WORK PLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm: \_\_\_\_\_  
Name / Title: \_\_\_\_\_  
Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

### DBE PARTICIPATION STATEMENT

**Note:** The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

This consultant (is \_\_\_) (is not \_\_\_) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): \_\_\_\_\_%

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_  
Whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_)
3. My name is \_\_\_\_\_ and my relationship to the entity named  
above is \_\_\_\_\_
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

\_\_\_\_\_  
Type of ID

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC RECORDS FORM**

871-630-01  
PROCUREMENT  
GGG - 06/16

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

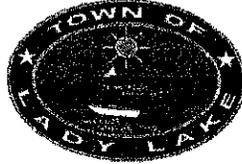
Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Company/Firm: \_\_\_\_\_

*Financial Project ID: 433200-1-68-01*



# Town of Lady Lake Florida

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

LOCAL AGENCY PROGRAM (LAP)

The Villages Elementary School Sidewalk Safety Improvements

FPN:

433200-1-68-01

SRTS-329-A

# Town of Lake Florida

## REQUEST FOR QUALIFICATIONS

RFQ #2016-0001

FOR

### CONSTRUCTION ENGINEERING AND INSPECTION

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**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

The Town of Lady Lake requires the services of a Consultant for a variety of support activities involving Construction Engineering and Inspection services, technical analysis, materials sampling and testing, project oversight and general administration associated with construction of The Villages Elementary School Sidewalk Safety Improvements.

**2.0 SCOPE:**

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Department of Transportation manuals, and procedures. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Services provided by the Consultant shall comply with appropriate Town of Lady Lake manuals, Department of Transportation manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Town. On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Town and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the Town's representatives for consideration of additional CEI services.

Please note that the successful Consultant may not submit bids on any other phase of a LAP project for which it is performing CEI services under this contract. The types of services that may be furnished by the Consultant to the Town under this contract are as follows:

***Construction Phase Services:***

1. Provide on-site Construction Engineering Inspection of the project during all times the Contractor is on site. Inform the Contractor and Town of any quality assurance observations related to defects in the work performed by the Contractor.
2. Review and evaluate the Contractor's baseline and monthly project schedules. Provide recommendations on how to maintain project progress in order to meet milestone and/or other contractual dates.
3. Arrange and lead construction project meetings, take minutes of these meetings, and disseminate to relevant parties. Prepare and disseminate meeting agendas.
4. Establish and follow a system for routing project correspondence and submittals. Obtain and review Contractor's submittal schedule; confirm with Contractor the availability of long lead items.
5. Establish protocol and follow a system for project communications.
6. Create and maintain construction contract administration files (hardcopy and electronic).
7. Track Requests for Information (RFIs) and coordinate responses to RFIs. Receive Contractor's submittal and/or RFI log and monitor response time from the EOR.
8. Track project submittals and coordinate responses to submittals.
9. Review scope increases and schedule extension requests. Assist the Town with change orders if and when needed. Track change requests and the use of project funds, and provide a final reconciliation at the end of the project. In concert with the EOR, review and advise the Town on any claims filed by the Contractor. Provide recommendations in order to mitigate potential and/or actual claims
10. Make recommendations to approve subcontractors to the Town.

*Financial Project ID: 433200-1-68-01*

11. Arrange, prepare the agenda for, and lead the preconstruction meeting. Prepare and distribute minutes of the meeting.
12. Assist the Town in coordinating with site utilities, including assistance in the preparation of applications for such.
13. Assist the Town in the preparation of any meetings, documentation, and communication required for the Florida Department of Transportation (FDOT) and LAP grants.
14. Schedule, obtain, review, and maintain all test reports for the project.
15. Prior to the first application for payment, receive, review, and recommend approval of the Contractor's quantities and unit.
16. Prepare electronic field reports of all project site visits.
17. Review Contractor's applications for payment and provide a recommendation for payment. Submit proper paperwork to the Town. Verify requirements for reduction in retainage, and obtain surety consent as needed.
18. Facilitate substantial completion inspection, punch list and corrective action with contractor. Assist the Town with issuance of the substantial completion notice and/or assessment of liquidated damages for contract time overrun per the contract documents
19. Ensure electronic record drawings are received and review for accuracy. Verify that the Contractor is properly updating the as-built documents.
20. Review contractor closeout documents and final pay application subsequent to final acceptance of the project. Shop drawings should be submitted during the construction and not as part of closeout. Review and approve final contractor pay application and release of retainage. Review and provide recommendation on application for final payment
21. Conduct final inspection to assure that all punch list corrections have been completed in accordance with the contract documents. Assist the Town with issuance of the final acceptance or assessment of LD's per the contract documents.
22. In concert with the EOR, review and advise the Town on any claims filed by the Contractor. provide recommendations in order to mitigate potential and/or actual claims.
23. Related duties as needed.

*Resident Compliance Specialist Services:*

1. Establish and maintain records/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepare correspondence to contractors and Town personnel with regards to the state of compliance as directed by Departmental procedures and/or directives released by the DCCM.
2. Attend preconstruction meeting to inform contractor of obligations relating to EEO/DBE/OJT, Davis Bacon and associated Federal rules and regulations. This position will be responsible for promoting effective communication with contractor in order to ensure good exchange of information and timely submittals.
3. Per Specification 7-24 make sure all Disadvantaged Business Enterprise rules and regulations have been met. Complete the paperwork associated with DBE. Review the Prime Contractor's entries in the Equal Opportunity Compliance System (EOC). Perform CUF's as required.
4. Review the Daily Work Reports (DWR) (as necessary) for the construction contract. Each DWR will be analyzed for content in order to determine the status of active contractors (prime, subcontractors, and subordinate subcontractors).
5. Verify contractor's payrolls for format, classification, pay, deductions and timely submittal. When field interviews are received from project personnel, verify information against payrolls. When necessary, issue Notices of Noncompliance and Payroll Violations

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- to the prime contractor for incorrect classification, hourly pay rates, etc. Establish and maintain files for payrolls and labor interviews. Prepare for submission to appropriate offices.
6. Establish and maintain all documents related to the On-the-Job/OJT Training Program. Check personnel action forms to see if they comply with the OJT schedule. Travel to project site to interview training candidates as outlined in Compliance Workbook/Manual. Ensure timely submission of the Monthly Time Reports. Verify Monthly Time Reports against payrolls and report inconsistencies. Submit all OJT to DCCM.
  7. Engage with others in project management to ensure adherence to federal/state rules and regulations.
  8. Supply administrative support in monitoring the contractor's state of compliance as it relates to construction contract language. The RCS will report monthly to the Town on the Contractor's compliance status, prior to monthly estimate.
  9. Create and maintain various databases and reports in order to ensure conformity to federal/state rules and regulations. Provide necessary paperwork and documents to the Town so the Town may upload to LAPIT.
  10. Any additional papers or reviews needed to satisfy this project. Monitor the July Reports as necessary.

Financial Project ID:	Description of Project:	County:
433200-1-68-01	This project includes the construction of 5-ft. wide sidewalk along the north and south sides of Oak Street from Clay Avenue to CR 25 (approximately 1,020 feet), and along the west side of CR 25 from Oak Street to Fennell Blvd. (approximately 3,350 feet). The westerly portion of sidewalk along Oak Street will be located along the south right-of-way to avoid impact to an existing regional lift station located on the north right-of-way. The easterly portion of sidewalk along Oak Street will be located along the north right-of-way to avoid impact to a mature 30-foot oak tree located on the south right-of-way. A mid-block crossing will be included in the design with signage and a Rectangular Rapid Flash Beacon (RRFB) to allow for the change from one side of the right-of-way to other. Drainage construction will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and Mitered End Section (MES). Additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, curb ramps and pedestrian landings and minor utility adjustments. All crosswalk, sidewalks, and pedestrian ramps will adhere to current ADA standards. Improvements include detectable warning surfaces and required signing and paving markings.	Lake

**3.0 LENGTH OF SERVICE:**

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by the Town. The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Town has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the Town and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities. For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and thirty (30) calendar days to demobilize after final acceptance. The anticipated letting schedules and construction times for the projects are tabulated below:

<b>Construction Contract Estimate</b>			
Project #	Letting Date (Mo/Day/Yr.)	Start Date (Mo/Day/Yr.)	Duration (Days)
NS,08306.001		07/15/2016	100

**4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Town and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Amendment Request: To request a change from the original agreed contract between the Town and the Consultant.
- C. Contractor: The individual, firm, or company contracting with the Town for performance of work or furnishing of materials.
- D. Construction Contract: The written agreement between the Town and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- E. Construction Project Manager: The Town employee assigned to manage the Construction Engineering and Inspection Contract and represent the Town during the performance of the services covered under this Agreement.
- F. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- G. Consultant: The Consulting firm under contract to the Town for administration of Construction Engineering and Inspection services.
- H. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract Administration services for one or more Construction Projects.

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- I. Consultant Project Principal: The Owner or General Manager of the Engineering Consulting Firm. This person coordinates the consulting team and verifies the client's requests and needs are being met.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- L. Department: The Florida Department of Transportation
- M. Town: The Town of Lady Lake
- N. Resident Compliance Specialist: The firm's employee assigned by the Consultant to oversee project specific compliance functions.

**5.0 ITEMS TO BE FURNISHED BY THE TOWN AND/OR CONSULTANT:**

The Town, on as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

- 1. Construction Plans,
- 2. Special Provisions,
- 3. Copy of the Executed Construction Contract, and
- 4. Utility Agency's Approved Material List (if applicable).
- 5. Bid/Specs Package

**5.1 ITEMS FURNISHED BY THE CONSULTANT:**

**Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer running Site Manager Application through Citrix connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:  
<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

- 5.2 **Field Office:** Due to the size of this project, no field office will be needed!
- 5.3 **Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name of the consulting firm visibly displayed on both sides of the vehicle.
- 5.4 **Field Equipment:** The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. The Consultant's handling of nuclear density gauges shall be in compliance with their license if needed on this project. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.
- 5.5 **Licensing for Equipment Operations:** The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Town, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

- 5.6 **Department Documents:** All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at Department's website.

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 488-9220

6.0 **LIAISON RESPONSIBILITY OF THE CONSULTANT:**

The Consultant shall report to the Construction Project Manager and keep him informed all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for him to oversee the Consultant's performance.

7.0 **PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the Town will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Town representatives in conducting the reviews. If deficiencies are indicated,

remedial action shall be implemented immediately. Town recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Town to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

**8.0 REQUIREMENTS OF THE CONSULTANT:**

**8.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Town, and direct the Contractor to correct such observed discrepancies.

The Consultant shall not have the Authority to negotiate and approve Supplemental Agreements. All Supplemental Agreements shall be reviewed and approved by the Town prior to issuing approval to the Contractor. Minor field changes resulting in no changes to the project cost and duration may be approved by the Consultant. The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

**8.2 Survey Control:**

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The specific survey requirements for the project will be established prior to construction by the Town.

**8.3 On-site Inspection:**

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in

reasonable conformity with such documents. The Town will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedure.

**8.4 Sampling and Testing:**

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant will be responsible for Verification Testing (VT) as defined in the FDOT Standard Specification. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The Town will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples (as needed). Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant will furnish all verification testing information and data to the Town and FDOT in an acceptable format. The Consultant shall be responsible for transporting samples to be tested to the appropriate laboratory or appropriate local facility. The Consultant will be responsible for coordination with the responsible laboratory.

**8.5 Engineering Services:**

Engineering Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

1. Schedule and attend pre-construction meeting(s) with the Contractor, Town and the Department.
2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
3. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

4. Monitor, inspect and document utility construction for conformance with Utility Water and Sewer Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Town's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
5. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Town to make timely payment to the Contractor.
6. Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department and any required federal procedures.
7. The Consultant will provide all required Public Information Services.
8. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
9. The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.
10. Maintain a daily Construction Inspection Reports for the project.
11. Participate in the preparation of a comprehensive tabulation of project quantities satisfactorily completed to date. Quantities shall be based on daily records and calculations. The tabulation will be used in verification and preparation of the contractor's monthly pay application.
12. Facilitate submittal of the Final Estimate and one (1) set of final "as-built plans" Contractor's work (one record set with two copies) within thirty (30) calendar days of final acceptance.

9. **PERSONNEL:**

9.1 **General Requirements:**

The Consultant provides qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Unless otherwise agreed to by the Town, the Town will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

9.2 **Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the

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project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Town. Staff that has been removed shall be replaced by the Consultant within one week of Town notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Town and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Construction Project Manager or designee will have the final approval authority on such exceptions.

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

**QUALIFICATIONS:**

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**

None

**OTHER:**

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI PROJECT ADMINISTRATOR** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for Nondegreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of sidewalks.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration.

Must have the following qualifications:

FDOT Intermediate MOT

CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering

**CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER** -

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

**QUALIFICATIONS:**

FDOT Intermediate MOT

CTQP Final Estimates Level II

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years' experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final

estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including Miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Technician Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

**CERTIFICATIONS:**

Nuclear Radiation Safety

**OTHER:**

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout; making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I  
CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
IMSA Traffic Signal Technician Level I  
CTQP Final Estimates Level I  
FDOT Intermediate MOT

**CERTIFICATIONS:**

Nuclear Radiation Safety  
Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

**OTHER:**

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**CEI INSTRUMENT PERSON** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**CEI ROD-MAN/CHAIN PERSON** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**CEI SECRETARY/CLERK TYPIST**- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

**CEI SENIOR ITS INSPECTOR**- High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection plus the following:

**QUALIFICATIONS:**

Fiber Installation Inspection and OTDR Fiber Testing  
DMR Operation and Testing  
Controller Operation and Testing  
CCTC Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

**CERTIFICATIONS:**

IMSA Level II  
Or a Civil Engineering Degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in fields surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**CEI ITS INSPECTOR**- High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

**QUALIFICATIONS:**

Fiber Installation Inspection and OTDR Fiber Testing  
DMR Operation and Testing  
Controller Operation and Testing  
CCTC Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

**CERTIFICATIONS:**

None  
Or a Civil Engineering Degree

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**CEI UTILITY COORDINATOR-** High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

**Staffing:**

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

10. **CERTIFICATION OF FINAL AS-BUILTS:**

10.1 **As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30<sup>th</sup>) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the Consultant at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the Town.

10.2 **Offer of Final Payment:**

The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

**11. AGREEMENT MANAGEMENT:**

**11.1 General:**

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a brief Status Report for the Agreement.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for review and approval.

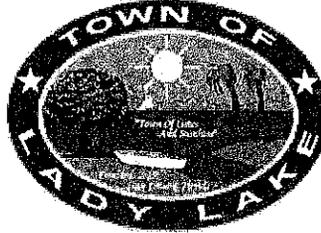
**11.2 Invoicing Instructions:**

Monthly invoices shall be submitted to the Town in a format and schedule defined by the Town, no later than the 20<sup>th</sup> day of the following month. A Final Invoice will be submitted to the Town no later than the 30<sup>th</sup> day following Final Acceptance to the individual project or as requested by the Town.

**12. OTHER SERVICES:**

Upon written authorization by the Construction Project Manager or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Town to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.



## NOTICE

### SELECTION COMMITTEE MEETING

The Town of Lady Lake's Selection Committee will hold a meeting to allow 30 minute presentations, to include a question and answer period, by the following companies who responded to the Request for Qualifications for Construction, Engineering and Inspection (CEI) Services for the Villages Elementary School LAP Sidewalk Safety Project (RFQ No. 2016-0001). The meeting will be held on **Wednesday, April 13, 2016** beginning at **1:00 p.m.:**

- 1) Neel-Schaffer, Inc. at 1:00 p.m.
- 2) DRMP, Inc. at 1:30 p.m.
- 3) Keith and Schnars at 2:00 p.m.

The meeting will be held at the Lady Lake Town Hall in the Commission Chambers located at 409 Fennell Boulevard, Lady Lake, Florida. For more information, please contact the Clerk's Office at (352) 751-1501.

This public meeting 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 five (5) calendar 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 accommodation at this meeting should contact the Clerk's Office at least five (5) calendar 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 which record 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.

*Mike Bunsler*

Selection Criteria for RFQ No. 2016-0001 - Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements		Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
MANDATORY ELEMENTS	(√ each column if included) Each Element Required			
1. Must be licensed to practice in Florida.		✓	✓	✓
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.		✓	✓	✓
3. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.		✓	✓	✓
4. All required forms as found in Section 14 are attached.		✓	✓	✓
<b>ABILITY OF PERSONNEL</b>		<b>0-25 Points</b>		
The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management.				
Personnel's continued personal professional education is listed.				
Total		24	20	20
<b>EXPERIENCE</b>		<b>0-25 Points</b>		
The firm's experience in similar projects.				
The quality of the work performed.				
Total		24	22	22
<b>ABILITY TO FURNISH REQUIRED SERVICES</b>		<b>0-25 Points</b>		
General approach to Safe Routes to School and Local Agency Program projects.				
Total		24	23	22
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		72	65	64
<p>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</p>				
<p>Comments: Keith + Schnars but work was very good top projects same with David with a little smaller. Neel Schaffer has about 1/6 of these type projects and did in smaller projects.</p>				

S.T. Eddy - 9/2

Selection Criteria for RFQ No. 2016-0001 - Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements					
MANDATORY ELEMENTS	(√ each column if included)	Each Element Required	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
1. Must be licensed to practice in Florida.			✓	✓	✓
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.			✓	✓	✓
3. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.			✓	✓	✓
4. All required forms as found in Section 1.4 are attached.			✓	✓	✓
<b>ABILITY OF PERSONNEL</b>		<b>0-25 Points</b>			
The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management.			15	15	15
Personnel's continued professional education as listed.			10	10	10
		Total	25	25	25
<b>EXPERIENCE</b>		<b>0-25 Points</b>			
The firm's experience in similar projects.			15	14	13
The quality of the work performed.			10	10	10
		Total	25	24	23
<b>ABILITY TO FURNISH REQUIRED SERVICES</b>		<b>0-25 Points</b>			
General approach to Safe Routes to School and Local Agency Program projects.			25	20	25
		Total	25	20	25
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>			75	64	73

Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.

Comments:

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Miss Holly Gault

Selection Criteria for RFQ No. 2016-0001 - Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements					
MANDATORY ELEMENTS	(√ each column if included)	Each Element Required	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
1. Must be licensed to practice in Florida.			✓	✓	✓
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.			✓	✓	✓
3. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.			✓	✓	✓
4. All required forms as found in Section 14 are attached.			✓	✓	✓
<b>ABILITY OF PERSONNEL</b>		<b>0-25 Points</b>			
The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management.			12.5	12.5	12.5
Personnel's continued professional education as listed.			12.5	12.5	12.5
		Total	25	25	25
<b>EXPERIENCE</b>		<b>0-25 Points</b>			
The firm's experience in similar projects.			12.5	11	12
The quality of the work performed.			12.5	12.5	12.5
		Total	25	23.5	24.5
<b>ABILITY TO FURNISH REQUIRED SERVICES</b>		<b>0-25 Points</b>			
General approach to Safe Routes to School and Local Agency Program projects.			23	24	25
		Total	<del>23</del>		
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>			73	72.5	74.5
<p>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</p>					
Comments:					

Third Proposal

Selection Criteria for RFQ No. 2016-0001 - Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements					
MANDATORY ELEMENTS	(√ each column if included)	Each Element Required	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
1. Must be licensed to practice in Florida.			✓	✓	✓
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.			✓	✓	✓
3. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.			✓	✓	✓
4. All required forms as found in Section 14 are attached.			✓	✓	✓
<b>ABILITY OF PERSONNEL</b>		<b>0-25 Points</b>			
The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management.			15	15	15
Personnel's continued professional education as listed.			7	8	10
		Total	22	23	25
<b>EXPERIENCE</b>		<b>0-25 Points</b>			
The firm's experience in similar projects.			14	14	15
The quality of the work performed.			10	10	10
		Total	24	24	25
<b>ABILITY TO FURNISH REQUIRED SERVICES</b>		<b>0-25 Points</b>			
General approach to Safe Routes to School and Local Agency Program projects.			23	25	24
		Total	69	72	74
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>			0	0	0

Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.

Comments:

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Selection Criteria for RFQ No. 2016-0001 - Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements		25/4 = 6.25			
MANDATORY ELEMENTS	(√ each column if included)	Each Element Required	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
1. Must be licensed to practice in Florida.			✓	✓	✓
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.			✓	✓	✓
3. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.			✓	✓	✓
4. All required forms as found in Section 14 are attached.			✓	✓	✓
ABILITY OF PERSONNEL		0-25 Points			
The quality of the firm's professional personnel to be assigned to this project and the quality of the firm's management.		25/2 = 12.5			
Personnel's continued professional education as listed.					
		Total	25	25	25
EXPERIENCE		0-25 Points			
The firm's experience in similar projects.		12.5			
The quality of the work performed.					
		Total	25	20	20
ABILITY TO FURNISH REQUIRED SERVICES		0-25 Points			
General approach to Safe Routes to School and Local Agency Program projects.					
		Total	25	25	25
TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)			75	68	68
			364	346	353.5
<p>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</p>					
Comments:					

*1/2 ONeal*

mill B.  
"Records"

NS	Keith	Damp
24	20	20
24	22	22
<u>24</u>	<u>23</u>	<u>22</u>
72	65	64

TIL		
25	23	23
25	20	20
<u>25</u>	<u>25</u>	<u>25</u>
75	68	68

KRIS		
25	25	25
25	23.5	24.5
<u>23</u>	<u>24</u>	<u>25</u>
73	72.5	74.5

CT		
25	25	25
25	24	23
<u>25</u>	<u>20</u>	<u>25</u>
75	69	73

TWAD		
22	23	25
24	24	25
<u>23</u>	<u>25</u>	<u>24</u>
69	72	74
<u>364</u> 15"	<u>346.5</u> 3rd"	<u>353.5</u> 2nd

**MINUTES OF THE  
TOWN OF LADY LAKE  
RFQ NO. 2016-0001  
SELECTION COMMITTEE MEETING – FIRM PRESENTATIONS  
LADY LAKE, FLORIDA  
April 13, 2016**

The RFQ No. 2016-0001 Selection Committee meeting was held in the Town Hall Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida. The meeting was scheduled to convene at 1:00 p.m.

**COMMITTEE MEMBERS PRESENT:** Mike Burske, Parks and Recreation Director; Kris Kollgaard, Town Manager; C.T. Eagle, Public Works Director; Thad Carroll, Growth Management Director; and Tia O’Neal, Human Resource Director

**Also Present:** Nancy Slaton, Deputy Town Clerk

**CALL TO ORDER:** Parks and Recreation Director Mike Burske called the meeting to order at 1:15 p.m. (delayed due to late arrival by a Committee member).

**Background:** The three firms who responded to the Request for Qualifications for Construction, Engineering and Inspection (CEI) Services for the Villages Elementary School LAP Sidewalk Safety Project (RFQ No. 2016-0001) were invited to make 30 minute presentations, to include a question and answer period, before the Selection Committee. The schedule for the presentations was as follows:

- 1) Neel-Schaffer, Inc. at 1:00 p.m.
- 2) DRMP, Inc. at 1:30 p.m.
- 3) Keith and Schnars at 2:00 p.m.

**Presentations:**

1. Neel-Schaffer, Inc. was represented by Steve Cockerham, P.E. and Chris Shultz, P.E. Mr. Cockerham provided a hand-out of their Power Point presentation (on file in Clerk’s Office) and they took turns speaking during the presentation.

After the presentation and during the question and answer period, Town Manager Kris Kollgaard confirmed that there would be a point person as communication with staff will be very important on a project such as this, and staying on budget will be very important. She stated she does not like to take surprises to the Commission.

Mr. Cockerham replied that he would be Project Manager and Mr. Schultz would be Assistant Project Manager (man in the field) and that they would be available at any time and would keep in contact with staff.

Human Resource Director Tia O’Neal asked about another firm member, Marcella, that was mentioned during the presentation.

Mr. Cockerham replied that Marcella Longshore is an engineer and will be assisting with all the documentation if they are awarded this project. He also stated that Ardaman and Associates is on-board in case any materials testing needs to be spot-checked by an outside source other than the contractor.

Parks and Recreation Director Mike Burske stated this is a lump sum project and asked how the firm will handle keeping the project from going over budget in the event of change orders.

Mr. Cockerham and Mr. Schultz replied that adjustments can be made in other areas to keep the project on budget, and it should be spelled out in the contract what would constitute grounds for a change order.

Public Works Director C.T. Eagle asked Mr. Cockerham to define "truncated dome".

Mr. Cockerham replied that it is curb ramps at an intersection.

Mr. Schultz interjected that detectable warnings are a general term for truncated domes and can be imprinted into the concrete, but are not ADA compliant. He stated truncated domes are ADA compliant and are what will be installed on this project.

Mr. Eagle asked what the team's first step would be if they were awarded this project.

Mr. Schultz replied that the first step would be to take the plans and walk the project for a field review to make sure that everything on the plans corresponds to what is actually out there in the way of existing utilities, obstacles, difficult grades, etc. He stated they would define what the contractor will be responsible for.

Mr. Eagle commented that the reason he is asking is to make sure that the utilities are properly located as they are not always correctly shown on plans. He stated it will keep down change orders also.

Mr. Schultz agreed that this occurs, as well as other items that may change in the field between design and construction.

Mr. Cockerham stated that another priority will be safety. He stated they will attend the contractor's safety meetings and will observe and will stop construction if safety issues are found.

Mr. Schultz stated they will be very involved with the contracting firm and will interview their employees, verifying documents and status.

Mr. Cockerham agreed that they would be very diligent in that area.

The Selection Committee members thanked Mr. Cockerham and Mr. Schultz for their presentation.

The recording was paused while the first firm departed and the second firm set up for their presentation.

2. **DRMP, Inc.** was represented by Brian Crowl, P.E., Senior Project Engineer; Ricky Langley, P.A., Contract Management; Kerry Singh, Project Administrator and Senior Inspector; and Kristin Allard, Resident Compliance Specialist for LAP and LAPIT requirements, etc. Mr. Crowl stated his firm will employ the services of Ellipsis Engineering for materials testing. A hand-out of their Power Point presentation was provided (on file in Clerk's Office) and they took turns speaking during the presentation.

Town Manager Kris Kollgaard confirmed that there would be a point person to keep in contact with Town staff as clear communication will be very important on a project such as this so she will not have to take any surprises to the Commission.

Mr. Crowl replied that they would have a point person.

Parks and Recreation Director Mike Burske stated this will be lump sum construction project and asked how they would keep the project from going over budget if a change order popped up.

Mr. Crowl replied that they will have a tracking system and will enter change orders into it to maintain the budget during the project.

Mr. Burske asked if the team that begins the project will be there through the finish of the project.

Mr. Crowl replied it is their intention to start and finish the project with the group that is present today.

Mr. Langley stated that Mr. Singh lives close by in Fruitland Park and is excited to work on a project close to home.

Mr. Singh commented that he is familiar with Lake County's preferences on detectable surfaces and he would discuss those with Lake County. He also mentioned the issue of the oak tree in the path.

Mr. Burske stated the plans now have the sidewalk crossing the street to avoid the tree. He also stated that on the last project, color was an issue with the truncated domes.

The Selection Committee thanked the team for their presentation.

The recording was paused while the second firm departed and the third firm set up for their presentation.

3. **Keith and Schnars** was represented by Mark Moshier, P.E., Vice President; Charlie Jackson, P.E., Senior Project Engineer; Johnson "Kirke" Jackson, Senior Inspector; and Chuck Sukanek, P.E. of Page One Consultants, Inc. (materials testing). A hand-out of their Power Point presentation was provided (on file in Clerk's Office) and they took turns speaking during the presentation.

Town Manager Kris Kollgaard confirmed that there would be a point person to keep in contact with Town staff as clear communication will be very important on a project such as this so she will not have to take any surprises to the Commission.

Mr. Johnson replied that he would be the point person, and would keep in contact daily with Town staff, and they would try to address any items that came up before they become an issue.

Parks and Recreation Director Mike Burske asked if the team that begins the project will be there through the finish of the project. He also stated this will be lump sum construction project and asked how they would handle it if a change order came up.

Mr. Johnson replied that something else would have to be deleted or cuts made elsewhere if a change order came up.

Public Works Director C.T. Eagle stated his interest is in the roads and utilities and there have been issues in the past with utility conflicts that are not shown correctly on the plans. He asked what this firm's first steps would be to spot this type of issue.

Mr. Jackson replied that they would look for any utilities that may be in conflict with the sidewalks and invite the utilities representative to the pre-construction meeting to discuss any issues.

Mr. Crowl interjected that they would get the utility locates done prior to the walk-through and start of construction. He asked when the Selection Committee anticipated having a final decision.

Ms. Kollgaard and Mr. Burske replied they would have a decision within 24 hours.

The Selection Committee thanked the team for their presentation.

The recording was paused for a short time to allow committee members to score the presentations after the last firm departed. There was no discussion among committee members during this period.

Recording resumed and each committee member read his/her total scoring for the elements listed under the evaluation criteria for the three firms making presentations. The scoring results for the three categories of Summary of Personnel Working on This Project (0-25 points total), Experience on Similar LAP Projects (0-25 points total), and Approach to & Management of This Project (0-25 points total), for 75 total points available, are shown in the table below:

	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
Mike Burske	75	69	67
C.T. Eagle	75	65	70
Kris Kollgaard	75	74	73
Thad Carroll	67	62	72
Tia O'Neal	73	70	75

Town Manager Kris Kollgaard totaled the selection committee members' scores, as did the Deputy Town Clerk, for the submitting firms. The scores were confirmed and the firms were ranked as follows:

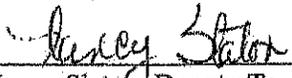
Firm	Total Score	Ranking
Neel-Schaffer, Inc.	365	1
DRMP, Inc.	357	2
Keith and Schnars	340	3

Mr. Burske announced that the Town will begin negotiations with Neel-Schaffer, Inc. as the top-ranked firm; with DRMP, Inc. coming in second, and Keith and Schnars coming in third.

The scoring sheets were turned in to the Deputy Town Clerk.

**ADJOURN:**

*With no further business or discussion, the meeting was adjourned at 2:50 p.m.*

  
\_\_\_\_\_  
Nancy Slaton, Deputy Town Clerk

\_\_\_\_\_  
Mike Burske, Parks & Recreation Director

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

W/S	K+S	ORMF
75	68	68
72	65	64
75	69	73
73	72.5	74.5
69	72	74
<hr/>	<hr/>	<hr/>
364	346.5	353.5

TOTALS -

Selection Presentation Scoring for RFQ No. 2016-0001 Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements		Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
<b>SUMMARY OF PERSONNEL WORKING ON THIS PROJECT</b>	<b>0-25 Points</b>			
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.		BT MAKE ROAD 2015 TA 75 75 67 75 73	65 69 62 74 70	70 67 72 73 75
Total		365 ①	340 ②	357 ②
<b>EXPERIENCE ON SIMILAR LAP PROJECTS</b>	<b>0-25 Points</b>			
The firm's experience in similar projects and quality of work performed.				
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.				
Total				
<b>APPROACH TO &amp; MANAGEMENT OF THIS PROJECT</b>	<b>0-25 Points</b>			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and dhow they will handle the paperwork for the Town to submit to the FDOT.				
Total				
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		0	0	0
<p><i>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</i></p>				
Comments:				

11 miles

Selection Presentation Scoring for RFQ No. 2016-0001				
Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements				
SUMMARY OF PERSONNEL WORKING ON THIS PROJECT	0-25 Points	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.				
	Total	25	24	23
EXPERIENCE ON SIMILAR LAP PROJECTS	0-25 Points			
The firm's experience in similar projects and quality of work performed.				
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.				
	Total	25	22	22
APPROACH TO & MANAGEMENT OF THIS PROJECT	0-25 Points			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and dhow they will handle the paperwork for the Town to submit to the FDOT.				
	Total	25	23	22
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		<b>75</b>	<b>69</b>	<b>67</b>
<p>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</p>				
<p>Comments: → Schwilz has a multitude of experience and knowledge of SRSS sidewalks</p>				
<p>→ Smith has done a lot of LAP and has been most + best on this project</p>				
<p>→ Keith + Schnars Florida board inspector has great knowledge + FDOT history</p>				

C. T. Eagle - PW

Selection Presentation Scoring for RFQ No. 2016-0001 Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements				
SUMMARY OF PERSONNEL WORKING ON THIS PROJECT	0-25 Points	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.				
Total		25	25	25
EXPERIENCE ON SIMILAR LAP PROJECTS	0-25 Points			
The firm's experience in similar projects and quality of work performed.				
		15	5	10
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.				
		10	10	10
Total		(25)	(15)	(30)
APPROACH TO & MANAGEMENT OF THIS PROJECT	0-25 Points			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and how they will handle the paperwork for the Town to submit to the FDOT.				
Total		25	25	25
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		75	65	70
<p><i>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</i></p>				
Comments:				

Kristen Kollig

Selection Presentation Scoring for RFQ No. 2016-0001		15	17	1
Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements		Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
<b>SUMMARY OF PERSONNEL WORKING ON THIS PROJECT</b>	<b>0-25 Points</b>			
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.		25	25	25
	<b>Total</b>	25	25	25
<b>EXPERIENCE ON SIMILAR LAP PROJECTS</b>	<b>0-25 Points</b>			
The firm's experience in similar projects and quality of work performed.		12.5	12.5	12.5
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.		12.5	<del>12.5</del>	12.5
	<b>Total</b>	25	25	25
<b>APPROACH TO &amp; MANAGEMENT OF THIS PROJECT</b>	<b>0-25 Points</b>			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and how they will handle the paperwork for the Town to submit to the FDOT.		25	24	23
	<b>Total</b>			
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		75	74	73

Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.

Comments:	(1)	(3)	(2)
	300	340	357

Point Jason.  
communication  
no surprise

73	70	75
75	74	73
67	62	72
75	69	67
75	65	70

Yhad Cascoe

Selection Presentation Scoring for RFQ No. 2016-0001				
Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements				
SUMMARY OF PERSONNEL WORKING ON THIS PROJECT	0-25 Points	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.		9		
	Total	22	21	24
EXPERIENCE ON SIMILAR LAP PROJECTS	0-25 Points			
The firm's experience in similar projects and quality of work performed.				
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.				
	Total	23	21	23
APPROACH TO & MANAGEMENT OF THIS PROJECT	0-25 Points			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and how they will handle the paperwork for the Town to submit to the FDOT.				
	Total	22	20	25
<b>TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)</b>		<b>67</b>	<b>62</b>	<b>72</b>
<p><i>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</i></p>				
Comments:				

Selection Presentation Scoring for RFQ No. 2016-0001				
Construction, Engineering & Inspection (CEI) Services for the Villages Elementary School Sidewalk Safety Improvements				
SUMMARY OF PERSONNEL WORKING ON THIS PROJECT	0-25 Points	Neel-Schaffer, Inc.	Keith and Schnars	DRMP, Inc.
In depth presentation of those who will work directly on this project; looking for the qualifications of the individuals, not the organization as a whole.				
Total		25	25	25
EXPERIENCE ON SIMILAR LAP PROJECTS	0-25 Points			
The firm's experience in similar projects and quality of work performed.				
Experience of individual team members working on this project and whether they will remain on this project from beginning to end.				
Total		25	23	25
APPROACH TO & MANAGEMENT OF THIS PROJECT	0-25 Points			
General approach to Safe Routes to School and Local Agency Program projects. Discussed how they would work with the Town and the contractor; and how they will handle the paperwork for the Town to submit to the FDOT.				
Total		25	22	25
TOTAL SCORE OF EVALUATION CRITERIA (75 Total Points Available)		75	70	75
<p><i>Note: Selection is based solely on the firms' qualifications. The top three firms with the highest qualifications scores will be invited to make presentations to the selection committee. The three firms selected will have their presentation score added to their qualifications score to give their final score. The firm with the highest combined qualification and presentation score will hold the number one position. The Town will then negotiate an agreement starting with the number one ranked respondent.</i></p>				
Comments:				

  
 4-13-16

Town of Lady Lake Sidewalk CEI Project Administrator/Project Engineer Estimate -- FPN: 433200-1-68-01 SRTS 329-A										
	Task Description	SR Eng.	Unit Rate	PA/PE	Unit Rate	Resident Insp.	Unit Rate	EEO		Total
								Compliance/Admin	Unit Rate	
1	Make visits to the site at intervals appropriate to the various stages of construction in order to observe the progress and quality of Contractor's executed work.	4.00	\$206.73	12.00	\$143.05		\$69.37		\$67.74	\$2,543.52
2	Review and recommend/approve Contractor's initial and updated/revised construction project schedule.		\$206.73	6.50	\$143.05		\$69.37	4.00	\$67.74	\$1,200.79
3	Review field questions and problems and provide interpretation of contract documents. Issue written clarifications or interpretations of contract documents.		\$206.73	8.50	\$143.05		\$69.37	2.00	\$67.74	\$1,351.41
4	Review and comment concerning Contractor Proposed MOT and Erosion Control Plans.		\$206.73	5.00	\$143.05		\$69.37	2.00	\$67.74	\$850.73
5	Provide claim(s) evaluation/negotiation assistance.		\$206.73		\$143.05		\$69.37		\$67.74	\$0.00
6	Review and provide comments/recommendations concerning the results of materials tests and observations performed by the project Quality Control Consultant.	2.00	\$206.73	10.00	\$143.05		\$69.37		\$67.74	\$1,843.96
7	Review and recommend contractor's payment applications.		\$206.73	12.00	\$143.05		\$69.37	7.00	\$67.74	\$2,190.78
8	Upon request by Contractor, perform substantial completion inspections and provide written recommendation of substantial completion.	4.00	\$206.73	4.50	\$143.05		\$69.37	6.0	\$67.74	\$1,877.09
9	Review final payment application and accompanying documentation to determine compliance with contract documents.	2.00	\$206.73	4.00	\$143.05		\$69.37	5.00	\$67.74	\$1,324.36
10	Provide Resident Project Representative (RPR) and inspection services based on 85 days construction		\$206.73		\$143.05	430.00\	\$69.37		\$67.74	\$29,829.10
11	Provide EEO, DBE, Wage Data pursuant to the LAP requirement.		\$206.73		\$143.05		\$69.37	40.0	\$67.74	\$2,709.60
12	Laboratory Testing, Soils, Concrete									\$2,000.00
	Subtotals							Lump Sum	Total	\$45,844.20

Original

**EXHIBIT A**

Town of Lady Lake Sidewalk CEI Project Administrator/Project Engineer Estimate - FPN: 433200-1-68-01

**Neel-Schaffer Scope of Work and Manhour Estimate**

	Task Description	Sr. Eng.	Unit Rate	PA/PE	Unit Rate	Resident Inspector	Unit Rate	EEO Compliance/Admin	Unit Rate	Total Cost Per Task
1	Site Visits	4	\$155.00	12	\$115.00		\$80.00		\$65.00	\$2,000.00
2	Review and approve project schedules		\$155.00	8	\$115.00		\$80.00	4	\$65.00	\$1,180.00
3	Review field questions and provide interpretation of contract documents and issue clarifications		\$155.00	8	\$115.00		\$80.00	2	\$65.00	\$1,050.00
4	Review and comment on Contractor MOT and SWPPP BMPs		\$155.00	6	\$115.00		\$80.00	2	\$65.00	\$620.00
5	Provide claim evaluation/negotiation assistance		\$155.00		\$115.00		\$80.00		\$65.00	\$0.00
6	Review and provide comments on materials test and observations of quality control consultant	2	\$155.00	10	\$115.00		\$80.00		\$65.00	\$1,460.00
7	Review contractors pay applications and recommendation of approval		\$155.00	12	\$115.00		\$80.00	7	\$65.00	\$1,835.00
8	Substantial Completion Inspection	2	\$155.00	4	\$115.00	4	\$80.00	6	\$65.00	\$1,480.00
9	Review final payment application package to review for compliance	2	\$155.00	4	\$115.00		\$80.00	5	\$65.00	\$1,095.00
10	Provide RPR based on 75 days of construction		\$155.00		\$115.00	430	\$80.00		\$65.00	\$34,400.00
11	Provide EEO, DBE, Wage data in accordance with LAP requirements		\$155.00		\$115.00		\$80.00	40	\$65.00	\$2,600.00
12	Materials Testing									\$1,990.00
								<b>Lump Sum</b>	<b>Total</b>	<b>\$49,910.00</b>

final

**EXHIBIT A**  
**Town of Lady Lake Sidewalk CEI Project Administrator/Project Engineer Estimate - FPN: 433200-1-68-01**

**Neel-Schaffer Scope of Work and Manhour Estimate**

Task Description	Sr. Eng.	Unit Rate	PA/PE	Unit Rate	Resident Inspector	Unit Rate	EEO Compliance/Admin	Unit Rate	Total Cost Per-Task
1 Site Visits	4	\$155.00	12	\$115.00		\$80.00		\$65.00	\$2,000.00
2 Review and approve project schedules		\$155.00	4	\$115.00		\$80.00	4	\$65.00	\$720.00
3 Review field questions and provide interpretation of contract documents and issue clarifications		\$155.00	8	\$115.00		\$80.00	2	\$65.00	\$1,050.00
4 Review and comment on Contractor MOT and SWPPP BMPs		\$155.00	6	\$115.00		\$80.00		\$65.00	\$690.00
5 Provide claim evaluation/negotiation assistance		\$155.00		\$115.00		\$80.00		\$65.00	\$0.00
6 Review and provide comments on materials test and observations of quality control consultant	2	\$155.00	8	\$115.00		\$80.00		\$65.00	\$1,230.00
7 Review contractors pay applications and recommendation of approval		\$155.00	8	\$115.00		\$80.00	4	\$65.00	\$1,180.00
8 Substantial Completion Inspection	2	\$155.00	4	\$115.00		\$80.00	4	\$65.00	\$1,030.00
9 Review final payment application package to review for compliance	2	\$155.00	4	\$115.00		\$80.00	4	\$65.00	\$1,030.00
10 Provide RPR based on 75 days of construction		\$155.00		\$115.00	400	\$80.00		\$65.00	\$32,000.00
11 Provide EEO, DBE, Wage data in accordance with LAP requirements		\$155.00		\$115.00		\$80.00	32	\$65.00	\$2,080.00
12 Materials Testing									\$1,990.00
							<b>Lump Sum</b>	<b>Total</b>	<b>\$45,000.00</b>

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**MINUTES OF THE  
TOWN OF LADY LAKE  
RFQ NO. 2016-0001 - CEI NEGOTIATIONS MEETING  
LADY LAKE, FLORIDA  
April 25, 2016**

The RFQ No. 2016-0001 - CEI Negotiations Meeting was held in the Town Hall Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida. The meeting convened at 1:00 p.m.

**COMMITTEE MEMBERS PRESENT:** Mike Burske, Parks and Recreation Director; Kris Kollgaard, Town Manager; and Steve Cockerham with Neel-Schaffer, Inc.

**CALL TO ORDER:** Parks and Recreation Director Mike Burske called the meeting to order at 1:00 p.m.

Mr. Burske reported that this negotiating meeting is between the Town of Lady Lake and Neel-Schaffer, Inc. for the Town of Lady Lake's Request for Qualifications for Construction, Engineering and Inspection (CEI) Services and Administrator project for the Villages Elementary School LAP Sidewalk Safety Project (RFQ No. 2016-0001) for FPN #433200-1-68-01, SRTS-329-A.

Mr. Burske and Ms. Kollgaard reviewed the estimate of fees provided by Neel-Schaffer.

Mr. Burske stated that the town needs to be at a lump sum of \$45,000 for these services; Neel-Schaffer's CEI estimate came in at \$45,844.20 and FDOT came in at \$45,000.00 even.

Mr. Cockerham commented that it does not appear that the rates matter as much as the final amount of \$45,000.00.

Mr. Burske replied that the rate schedule will need to be provided for FDOT approval once negotiations are complete.

Ms. Kollgaard stated that it appears some cuts will need to be made by Neel-Schaffer to meet the total needed of \$45,000.00.

Mr. Cockerham stated that the lab estimate is pretty much dead-on, but perhaps some whittling can be done on the RPR, Item #10, 80 days of construction.

After some discussion regarding possible cuts that could be made by Neel-Schaffer, Mr. Burske asked Mr. Cockerham if they could agree on a lump sum contract for \$45,000.00, with Neel-Schaffer working out where they make their cuts and providing a final rate schedule of fees to be provided for FDOT approval.

Mr. Cockerham agreed that this could be done. He asked if he could prepare a standard letter of agreement with the hours and rate table included, with inclusion of FDOT LAP language requirements.

Ms. Kollgaard stated she is in agreement.

1  
2 Mr. Burske stated that FDOT will have the final say, and he will be asking Mr. Cockerham to put  
3 the contract together. He stated he will show him everything that needs to be provided to the  
4 Town for FDOT review.

5  
6 **ADJOURN:**

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8 *With no further business or discussion, the meeting was adjourned at 1:10 p.m.*  
9

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11 \_\_\_\_\_  
12 Nancy Slaton, Deputy Town Clerk

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12 Mike Burske, Parks & Recreation Director

13 Minutes transcribed by Nancy Slaton, Deputy Town Clerk  
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**SELECTION COMMITTEE MEETING**  
**FOR RFQ NO. 2016-0001 – CONSTRUCTION, ENGINEERING & INSPECTION**  
**(CEI) SERVICES FOR THE VILLAGES ELEMENTARY SCHOOL SIDEWALK**  
**SAFETY (LAP) PROJECT**

**DATE:** Tuesday, April 12, 2016  
**TIME:** 10:00 a.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
- B. Review of the Selection Committee Members' Criteria Evaluation on the Proposals Received in Response to RFQ No. 2016-0001
- C. Adjourn

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 five (5) calendar 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 five (5) calendar 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/Agendus - Commission Meeting - 04-12-16

**MINUTES OF THE  
TOWN OF LADY LAKE  
RFQ NO. 2016-0001  
SELECTION COMMITTEE MEETING  
LADY LAKE, FLORIDA  
April 12, 2016**

The RFQ No. 2016-0001 Selection Committee Meeting was held in the Town Hall Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida. The meeting was scheduled for 10:00 a.m.

**COMMITTEE MEMBERS PRESENT:** C.T. Eagle, Public Works Director; Kris Kollgaard, Town Manager; Mike Burske, Parks and Recreation Director; Thad Carroll, Growth Management Director; and Tia O'Neal, Human Resource Director

**Others Present:** Nancy Slaton, Deputy Town Clerk

**CALL TO ORDER:** Parks and Recreation Director Mike Burske called the meeting to order at 10:00 a.m.

Each committee member agreed that all three firms included the mandatory elements in their documents; although Mr. Eagle questioned the inclusion of Keith and Schnars' license to practice in Florida. After reviewing the document, it was agreed by all that the licenses shown on page 23 of Section Two of the document by Keith and Schnars were sufficient to meet the requirement.

Each committee member read his/her total scoring for the elements listed under the evaluation criteria for the three firms submitting responses to the RFQ. The scoring results for the three categories of Ability of Personnel (0-25 points total), Experience (0-25 points total), and Ability to Furnish Required Services (0-25 points total), for 75 total points available, are shown in the table below:

	<b>Neel-Schaffer, Inc.</b>	<b>Keith and Schnars</b>	<b>DRMP, Inc.</b>
Mike Burske	72	65	64
C.T. Eagle	75	69	73
Kris Kollgaard	73	72.5	74.5
Thad Carroll	69	72	74
Tia O'Neal	75	68	68

Town Manager Kris Kollgaard totaled the selection committee members' scores, as did the Deputy Town Clerk, for the submitting firms. The scores were confirmed and the firms were ranked as follows:

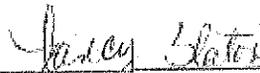
<b>Firm</b>	<b>Total Score</b>	<b>Ranking</b>
<b>Neel-Schaffer, Inc.</b>	364	1
<b>DRMP, Inc.</b>	353.5	2
<b>Keith and Schnars</b>	346.5	3

RFQ No. 2016-0001 Selection Committee Meeting  
April 12, 2016

Ms. Kollgaard asked that everyone turn in their scoring sheets to the Deputy Town Clerk for the record.

**ADJOURN:**

*With no further business or discussion, Mr. Burske adjourned the meeting at 10:15 a.m.*

  
\_\_\_\_\_  
Nancy Slaton, Deputy Town Clerk

  
\_\_\_\_\_  
Mike Burske, Parks & Recreation Director

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

## Buscher, Lisa

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**From:** Mike Burske <mburske@ladylake.org>  
**Sent:** Wednesday, June 08, 2016 10:20 AM  
**To:** Buscher, Lisa  
**Cc:** Kris Kollgaard; D5-LAP Admin; D5-Construction Special Projects; Vacchiano, Vincent; C.T. Eagle  
**Subject:** Re: 433200-1-58-01 VILLAGES ELEMENTARY SCHOOL AT CR 25 3 LOCATIONS

Lisa,

Thank you for all of your assistance on this. In response to your question regarding lowering staffing levels, the following was our methodology to substantiate the reductions:

When reviewing the hours during our negotiation period, we took into consideration the time for mobilization and substantial completion where the actual time of construction could be lessened and reduce the overall allocated hours and total costs. The resident inspector hours were a main area we focused on and suggested a reduction without impacting the project and keeping adequate staffing levels. With the proposed reduction, there will still be 5.3 hrs. per day allocated for inspections. Keeping in mind that there will be no need for a full time inspector every day, as the contractor will be using time to prep the area and set the forms. The inspector will need to be present to check the grade at times, handle any questions or issues that may arise, also to check the concrete pours and overall quality, etc... This reduction was confirmed by the potential CEI Firm. It was also confirmed that during the two-week mobilization and the substantial completion times that no significant inspection time needed to be allocated.

Another area of focus for potential reduction was in the administrative duties section. We reviewed the first part of this project phase that had been completed recently and looked at the duties performed to complete the similar project. The previous project timeframe was 180 days and we evaluated the actual duties and hours used at that time. In reviewing this historical information with the potential CEI Firm it was agreed that the same administrative duties could be performed during this project with a reduction in allocated hours.

The potential CEI firm agreed to the reduction in allocated hours from submitted estimate and verified the reduction would still allow them to perform the services within the funded \$45,000.00 without any loss of services or staffing levels.

Again, thank you for all of your assistance and let us know if you have any further questions or concerns.

Mike

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**From:** Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>  
**Sent:** Monday, June 6, 2016 4:27 PM  
**To:** Mike Burske  
**Cc:** Kris Kollgaard; D5-LAP Admin; D5-Construction Special Projects; Vacchiano, Vincent  
**Subject:** RE: 433200-1-58-01 VILLAGES ELEMENTARY SCHOOL AT CR 25 3 LOCATIONS

Good afternoon, Mike!

As previously indicated, I forwarded your negotiation documentation to Central Office and FHWA for review. It has taken a little time, but the general feedback is that the Town and Consultant should have legitimately negotiated the



**J-4**

## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

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**SUBJECT:**            Ordinance 2016-18 – Annexation of Property Being 0.88 +/- Acres of Land Owned by the Villages of Lake-Sumter, Inc., Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida

**DEPARTMENT:**    GROWTH MANAGEMENT

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### STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance 2016-18 - Annexation of Property Being 0.88 +/- Acres of Land Owned by the Villages of Lake-Sumter, Inc., Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida.

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Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to annex properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B and 4. The annexation application involves 0.88 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

The 6 lots are spread out along different roads and include the following addresses:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of each property has been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department.

In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County,

Florida and the Town of Lady Lake, Florida, the Town may annex property into the Town which are non-contiguous to the existing municipal boundary. The proposed properties under this application exist as non-contiguous lots.

The annexation application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required for annexation under statutory requirements. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Notices to inform the surrounding property owners (98) within 150 feet of the properties proposed by annexation request were mailed Thursday, May 26, 2016. The properties were posted Tuesday, June 31, 2016.

**Past Actions:**

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-18, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the June 13, 2016 meeting, the **Planning and Zoning Board** voted 4-0 for approval of Ordinance 2016-18.

**Public Hearings**

The **Town Commission** is scheduled to consider Ordinance 2016-18 for second and final reading on Monday, July 18, 2016 at 6:00 p.m.

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**FISCAL IMPACT: \$ TBD – pending value of future homes**

Capital Budget                       Operating                       Other

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

Other

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

6/27/16

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DEPARTMENT HEAD	<i>[Signature]</i>	Submitted	6/27/16	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements		Date
TOWN ATTORNEY		Approved as to Form and Legality		Date
TOWN MANAGER	<i>[Signature]</i>	Approved Agenda Item for:	7/16/16	Date 6/27/16

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

**Tabled Indefinitely**             **Continued to Date Certain**

**Approved with Modifications**

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**ORDINANCE NO. 2016-18**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; VOLUNTARILY ANNEXING PROPERTY BEING 0.88 +/- ACRES OF LAND OWNED BY THE VILLAGES OF LAKE-SUMTER, INC; REFERENCED BY ALTERNATE KEYS 1672465, 3238575, 2523271, 2534672, 2800526, AND 2701188; SIX (6) LOTS WHICH ARE LOCATED WITHIN ORANGE BLOSSOM GARDENS UNITS 2, 3.1B, AND 4 WITHIN LAKE COUNTY, FLORIDA; PROVIDING FOR REDEFINITION OF THE LAND BOUNDARIES OF THE TOWN OF LADY LAKE; PROVIDING FOR FILING OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN ACCORDANCE WITH LAW.**

Be it ordained and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida, as follows:

**Section 1.** Pursuant to and under the authority of the provisions of Florida Statute 171.205 and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake, Florida, the Town of Lady Lake does hereby annex property being 0.88 +/- acres in the unincorporated area of Lake County, Florida; existing as both contiguous and non-contiguous to the Town, more particularly described in Exhibit "A".

**Section 2.** Upon final passage and adoption of this Ordinance, a copy hereof shall be filed with the Clerk of the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, and also a copy shall be filed with the Department of State of the State of Florida.

**Section 3.** Should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**Section 4.** That all property, real and personal, within said annexed property described herein, as provided by this Ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the said Town of Lady Lake, Florida, and the said rezoned property shall be liable proportionately, for all of the present outstanding and existing, as well as future indebtedness to the Town of Lady Lake, Florida, and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now and hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the Town of Lady Lake, Florida at the time of the passage and approval of said laws and ordinances.

**Section 5.** This Ordinance shall become effective upon its adoption.

**Section 6.** In accordance with the provisions of Section 171.062, Florida Statutes, the

1 property annexed in this Ordinance is subject to the Land Use Plan of the Lake County  
2 Comprehensive Plan and County zoning regulations until the Town adopts a Comprehensive Plan  
3 Amendment to include this annexed parcel on the Future Land Use Map Series of the Town's  
4 Comprehensive Plan.

5  
6 **PASSED AND ORDAINED** by the Town Commission of the Town of Lady Lake, Florida,  
7 this 18<sup>th</sup> day of July, 2016.

8  
9 **TOWN OF LADY LAKE, FLORIDA**

10  
11  
12 \_\_\_\_\_  
13 Ruth Kussard, Mayor

14 ATTEST:

15  
16 \_\_\_\_\_  
17  
18 Kristen Kollgaard, Town Clerk

19  
20 APPROVED AS TO FORM:

21  
22 \_\_\_\_\_  
23  
24  
25 Derek Schroth, Town Attorney

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27  
28  
29  
30  
31  
32 Passed on First Reading: \_\_\_\_\_

33  
34 Passed on Second/Final Reading: \_\_\_\_\_  
35

**EXHIBIT "A"**  
**Legal Descriptions and Map**

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Parcel ID #: 06-18-24-0200-0000-2000  
Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20,  
Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900  
Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book  
20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000  
Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100  
Lot 271, Unit 3-1 B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27900  
Lot 279, Unit 3- 1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 06-18-24-0375-000-46800  
Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book  
26, Pages 55 and 56, Public Records of Lake County, Florida.



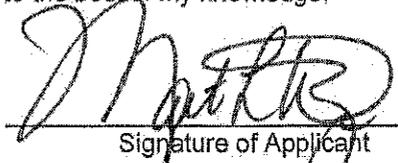
**TOWN OF LADY LAKE  
ANNEXATION APPLICATION**

Alternate Key Number See attached list.

1. Owner's Name: The Villages of Lake-Sumter, Inc.  
Mailing Address: 1020 Lake Sumter Landing, The Villages, FL 32162  
Email Address: See below.  
Telephone #: See below.
2. Applicant's Name: The Villages of Lake-Sumter, Inc. - Martin L. Dzuro, V.P.  
Mailing Address: 1045 Lake Sumter Landing, The Villages, FL 32162  
Email Address: marty.dzuro@thevillages.com  
Telephone #: (352) 753-6262
3. Applicant is: Owner  Agent  Purchaser  Lessee  Optionee
4. Property Address/Location: See attached list.
5. Legal Description of Property to be annexed: See attached list.
6. The property is located in the vicinity of the following streets: Northeast of US 441,  
North of Griffin Ave.
7. Area of the property: 38,353 Square feet 0.88 Acres
8. Utilities: Central Water  Central Sewer  Well  Septic Tank
9. Existing County zoning of property: RM - Residential Medium
10. Requested zoning of property: MX-8 - Mixed Single Family
11. Number, square footage and present use of the existing structures on the property:  
See attached list. If any structures, they are Residential.
12. Proposed use of the property: Residential
13. Has any land use application been filed within the last year in connection with this property?  Yes  No. If yes, briefly describe the nature of the request and the date this was done:
14. Attach a list of the owner's names and mailing addresses for all property lying within a one hundred fifty (150) foot radius surrounding the property legally described in this application.

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.

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

  
Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FIFTY (50) 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: 5/5/16

Received by: T. Carroll

Annexation and Rezoning

Fees Paid: \$2500.00

**APPLICANT'S AFFIDAVIT**

**STATE OF FLORIDA  
COUNTY OF LAKE**

Before me, the undersigned authority personally appeared Martin L. Dzuro, V.P.  
The Villages of Lake-Sumter Inc., who being by me first duly sworn on oath, deposes and  
says:

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That the submittal requirements for the application have been completed and attached hereto as part of this application.
- (3) That the applicant desires Annexation with a MX-8 zoning classification to allow: Mixed Single Family
- (4) That the sign cards will be posted two (2) weeks prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.
- (5) That the applicant acknowledges the obligation to enter into an agreement acceptable to the Town for the extension of municipal water and sewer services as a condition of the annexation.

  
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May,  
2016, 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

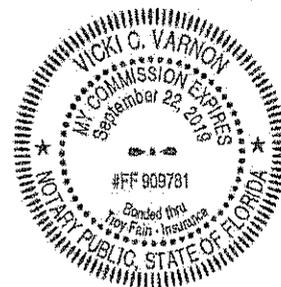


Exhibit A

Parcel ID #: 06-18-24-0200-0000-2000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000

Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100

Lot 271, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27900

Lot 279, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 and 56, Public Records of Lake County, Florida.

ExN \_\_\_\_\_  
Rec \_\_\_\_\_  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

Prepared by and return to:  
Gary Fuchs/tr  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08371

RETURN

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### Warranty Deed

This Warranty Deed made this 26th day of February, 2016 between Charles Fister and Barbara Fister, husband and wife, individually and as Trustees of the Charles F. Fister Revocable Living Trust under Agreement dated October 27, 2010, whose post office address is 471 Gaskin Lane, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee;

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-02000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02614562G thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Charles Fister  
Charles Fister, Individually and as Trustee of the Charles F. Fister Revocable Living Trust under Agreement dated October 27, 2010

Jeanmarie Nickel  
Witness Name: Jeanmarie Nickel

Barbara Fister  
Barbara Fister, Individually and as Trustee of the Charles F. Fister Revocable Living Trust under Agreement dated October 27, 2010

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 26th day of February, 2016, by Charles Fister and Barbara Fister, husband and wife, individually and as Trustees of the Charles F. Fister Revocable Living Trust under Agreement dated October 27, 2010, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC  
TERESA NORVELL  
NY COMMISSION # FF 130328  
EXPIRES: June 8, 2018  
Bonded thru Budget Notary Services

Teresa Norvell  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08614

\_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

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# Warranty Deed

This Warranty Deed made this 1st day of April, 2016 between William H. Miller, III, a single man, individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010, whose post office address is 1801 Calvert Street NW, Apt 505, Washington, DC 20009, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1990 HOME Manufactured Home, ID# HCFL11341A & # HCFL11341B, Florida Title 48458401 & 48429184 bearing Real Property Decals # R386334 & # R386335 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

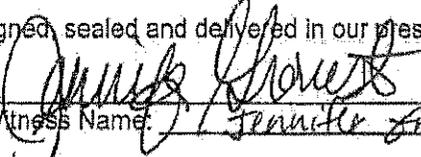
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

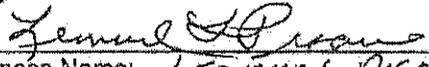
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Jennette Frauster

William H. Miller III  
William H. Miller, III, Individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010

  
Witness Name: LEONARD L. PISANO

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 1st day of April, 2016 by William H. Miller, III, a single man, individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010 who is personally

87000



Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McIn Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08503

Ex: 10  
Rec: \_\_\_\_\_  
Doc: \_\_\_\_\_  
Int: \_\_\_\_\_  
Total: \_\_\_\_\_

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### Warranty Deed

This Warranty Deed made this 10th day of March, 2016 between Robert G. Riendeau and Joyce J. Riendeau, husband and wife, whose post office address is 17706 SE 89th Keating Terrace, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-24000

Lot 240, Unit 3, 1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 10L12984 thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Robert G. Riendeau  
Robert G. Riendeau

Jeanmarie Mitchell  
Witness Name: Jeanmarie Mitchell

Joyce J. Riendeau  
Joyce J. Riendeau

State of Florida  
County of Lake

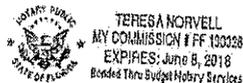
The foregoing instrument was acknowledged before me this 10th day of March, 2016, by Robert G. Riendeau and Joyce J. Riendeau, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

Teresa Norvell  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



INSTRUMENT#: 2016029935 OR BK 4756 PG 1775 PAGES: 1 3/24/2016 9:31:14 AM  
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT  
REC FEES: \$10.00 DEED DOC:\$385.00

PREP

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08548

DATE  
Rec 10  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Clerk \_\_\_\_\_

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### Warranty Deed

This Warranty Deed made this 15th day of March, 2016 between Donald A. Jones and Christine C. Jones, husband and wife, whose post office address is 516 Tarrson Blvd, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27100

Lot 271, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Grovesteen  
Witness Name: JENNIFER GROVESTEE

Donald A. Jones  
Donald A. Jones

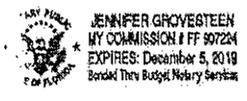
Janelle Schoenfeldt  
Witness Name: JANELLE SCHOENFELDT

Christine C. Jones  
Christine C. Jones

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 15th day of March, 2016 by Donald A. Jones and Christine C. Jones, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



Jennifer Grovesteen  
Notary Public

Printed Name: Jennifer Grovesteen

My Commission Expires: 12/5/19

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLIn Burns  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08431

EXN  
Rec  
Dcg  
Int  
Total

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### Warranty Deed

This Warranty Deed made this 15th day of April, 2016 between Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, whose post office address is 1240 Dustin Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27800

Lot 279, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02630147 AR & BR thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groves  
Witness Name: Jennifer Groves

Agnes P. Poynton  
Agnes P. Poynton, Individually and as Trustee of the Agnes P. Poynton Trust

D. Brigitte Fleetwood  
Witness Name: D. Brigitte Fleetwood

State of Florida  
County of Lake

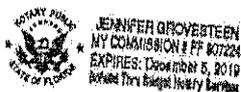
The foregoing instrument was acknowledged before me this 15th day of April, 2016 by Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Jennifer Groves  
Notary Public

Printed Name: Jennifer Groves

My Commission Expires: 12/5/19



29000 

Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McLIn Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08421

Exp \_\_\_\_\_  
Rec 10  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

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### Warranty Deed

This Warranty Deed made this 4th day of March, 2016 between Randall B. Pritchard, a married man, whose post office address is 205 Canova Drive, New Smyrna Beach, FL 32169, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee;

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 through 56, Public Records of Lake County, Florida.

Together with a 1984 GEORGIE Manufactured Home, ID# N12082A & # N12082B, Florida Title 40387852 & 40342651 bearing Real Property Decals # R225094 & # R225095 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

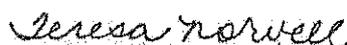
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

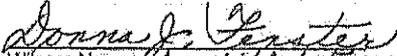
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: TERESA NORVELL

  
Randall B. Pritchard

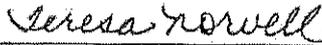
  
Witness Name: DONNA J. FENSTER

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 4th day of March, 2016; by Randall B. Pritchard, a married man, who  is personally known or  has produced a driver's license as identification.

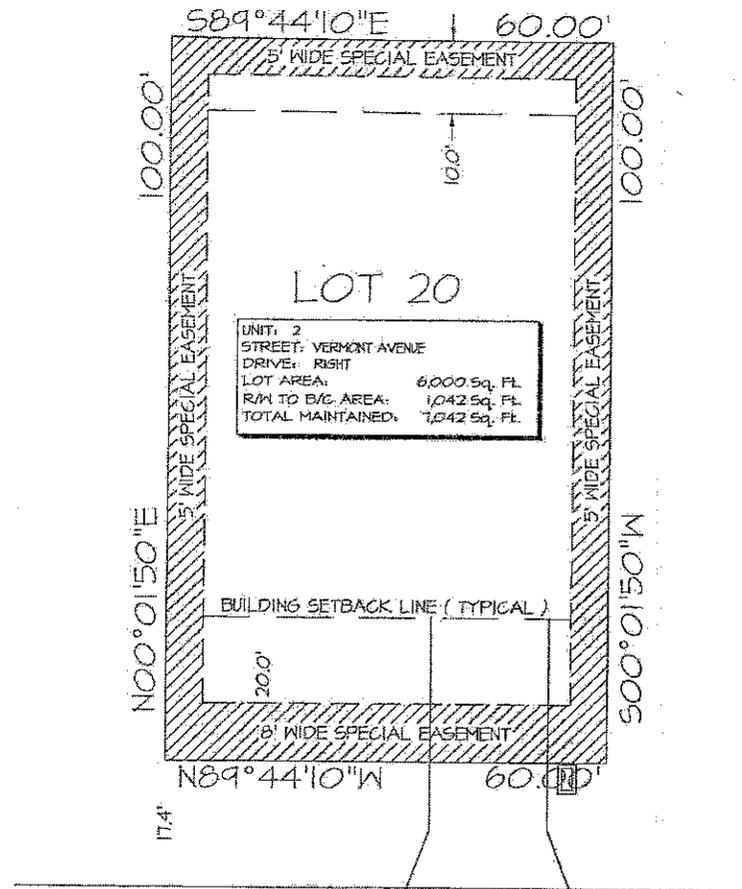
[Notary Seal]

 TERESA NORVELL  
MY COMMISSION # FF 130328  
EXPIRES: June 8, 2018  
Backed Thru Budget Notary Services

  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



SCALE: 1/16"=1'



LOT 20  
 UNIT: 2  
 STREET: VERMONT AVENUE  
 DRIVE: RIGHT  
 LOT AREA: 6,000 sq. FT.  
 R/W TO E/C AREA: 1,042 sq. FT.  
 TOTAL MAINTAINED: 7,042 sq. FT.

VERMONT AVENUE

**LEGEND**

- WATER METER
- IRRIGATION METER
- STREET LIGHT
- INDICATES PLAY
- INDICATES MEASURED
- CABLE TV, PEDESTAL / 1" OR 2" ROUND
- TELEPHONE PEDESTAL / 4" OR 12" ROUND
- ELECTRIC PEDESTAL / 30"x30" PAD
- ELECTRIC TRANSFORMER / 30"x30" PAD
- ELECTRIC FEED THROUGH CABINET
- UTILITY VALVE
- WATER VALVE
- FIRE HYDRANT
- STORM INLET
- VALLEY GUTTER INLET
- CATCH BASIN
- MANHOLE
- LINE EXTENDER PEDESTAL / 12"x30"x34"
- TRUNK-AMP PEDESTAL / 17"x30"x34"
- SWITCH GEAR / T X T
- POWER SUPPLY / 20"x28"x50"
- BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY SEWER, STORM DRAINAGE, WATER LINES, CABLEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE. THESE THIRD PARTY UTILITY PROVIDERS UTILISING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE GRADING AND LANDSCAPE BEING DISTURBED PURSUANT TO ANY UTILIZATION OF SUCH EASEMENTS. HOWEVER, THESE UTILITY PROVIDERS MAY USE ABOVE GROUND JUNCTION BOXES, PEDESTALS, SPlice BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

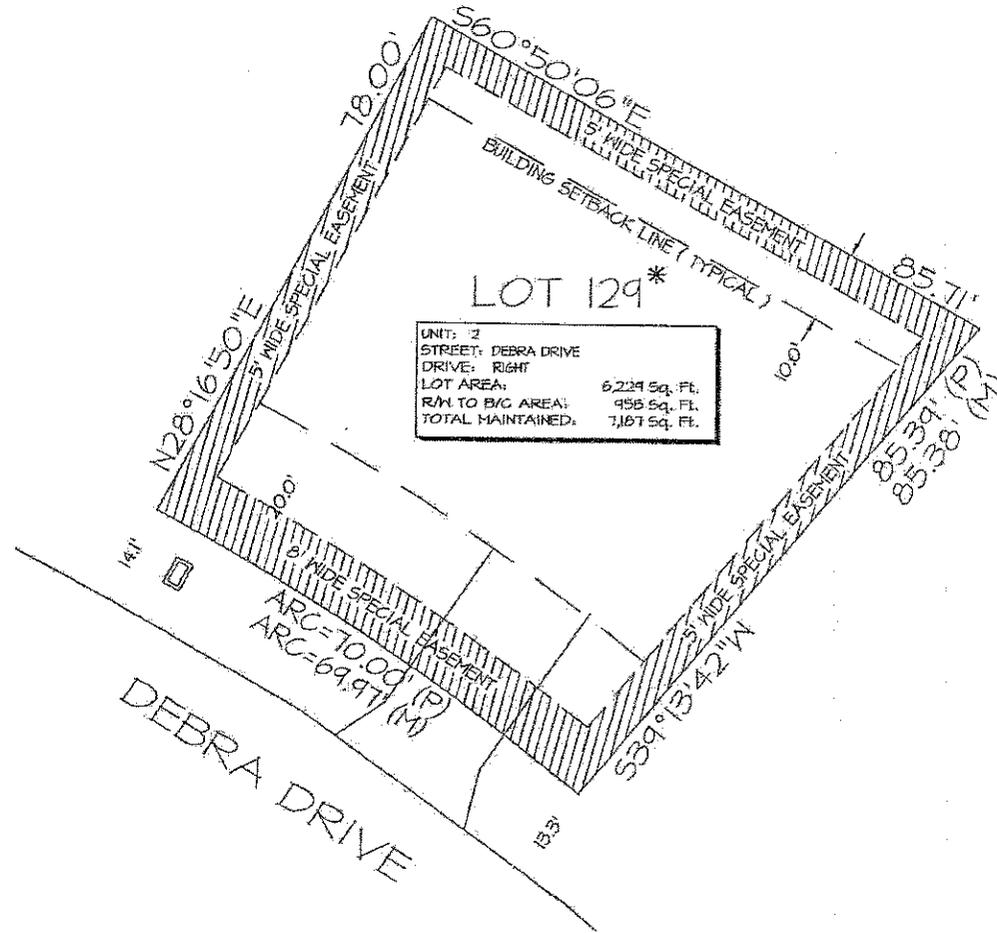
**THIS IS NOT A SURVEY**  
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CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**The Villages**  
  
**Arnett**  
 Environmental, LLC  
 1031 Lee Street, Suite 1000, Fort Worth, TX 76104  
 TEL: 817-335-1111 FAX: 817-335-1111  
 E-mail: arnett@arnettenv.com



SCALE: 1/16"=1'



LOT 129\*

UNIT: 2  
 STREET: DEBRA DRIVE  
 DRIVE: RIGHT  
 LOT AREA: 6,229 Sq. Ft.  
 R/W TO B/C AREA: 458 Sq. Ft.  
 TOTAL MAINTAINED: 7,187 Sq. Ft.

**LEGEND**

- WATER METER
- IRRIGATION METER
- STREET LIGHT
- INDICATES FLAT
- INDICATES MEASURED
- CABLE TV PEDESTAL / 7" OR 4" ROUND
- TELEPHONE PEDESTAL / 4" OR 12" ROUND
- ELECTRIC PEDESTAL / 20"x30" PAD
- ELECTRIC TRANSFORMER / 5'x3' PAD
- ELECTRIC FEED THROUGH CABINET
- UTILITY VAULT
- WATER VALVE
- FIRE HYDRANT
- STORM INLET
- VALLEY GUTTER INLET
- CATCH BASIN
- MANHOLE
- LINE EXTENDER PEDESTAL / 12"x30"x14"
- TRUNK AMP PEDESTAL / 11"x30"x14"
- SWITCH GEAR / T X T
- POWER SUPPLY / 20"x28"x50"
- BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAY IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY SEWER, STORM DRAINAGE, WATER LINES, CABLEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE. THESE THIRD PARTY UTILITY PROVIDERS UTILIZE SUCH EASEMENT AREA COVENANT AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE GRADING AND LANDSCAPE BEING DISTURBED. HOWEVER, THESE UTILITY PROVIDERS MAY USE ABOVE GROUND JUNCTION BOXES, PEDESTALS, SPRUCE BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

\* SPECIAL FLOOR PLAN HOME SITE

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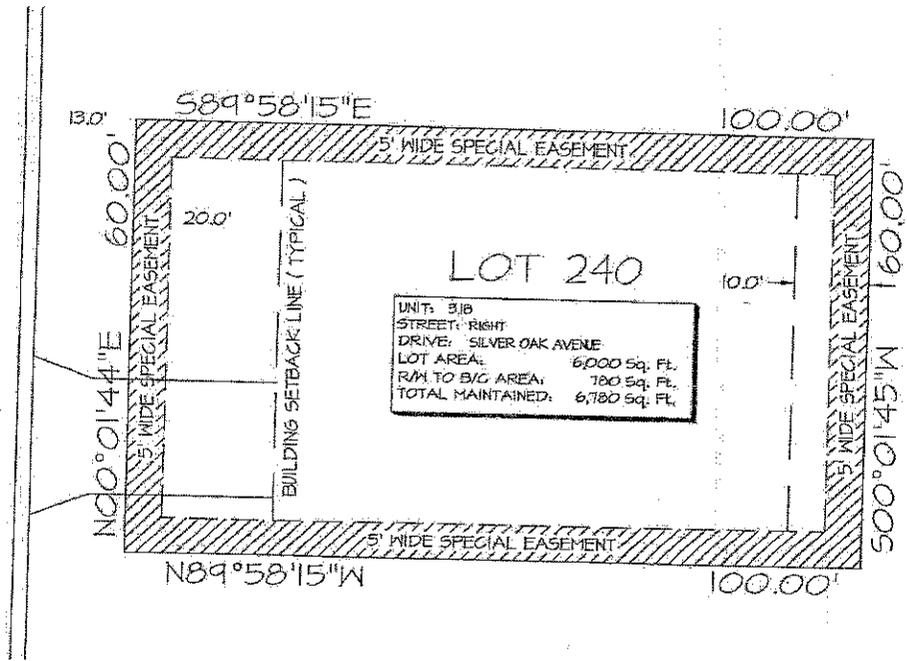
CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**The Villages**  
  
**Arnett**  
 Environmental, LLC  
100 Lake Shimmer Landing, The Villages, FL 32159  
 351 W. OVERSEAS BLVD., SUITE 100  
 GAITHERSBURG, MARYLAND 20878



SCALE: 1/16"=1'

SILVER OAK AVENUE



LOT 240

UNIT: 318  
 STREET: RIGHT  
 DRIVE: SILVER OAK AVENUE  
 LOT AREA: 6,000 Sq. Ft.  
 R/W TO B/C AREA: 780 Sq. Ft.  
 TOTAL MAINTAINED: 6,780 Sq. Ft.

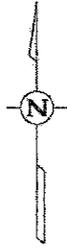
- LEGEND:**
- WATER METER
  - IRRIGATION METER
  - STREET LIGHT
  - INDICATES PLAT
  - INDICATES MEASURED
  - CABLE T.V. PEDESTAL / 7" OR 4" ROUND
  - TELEPHONE PEDESTAL / 4" OR 12" ROUND
  - ELECTRIC PEDESTAL / 30"x30" PAD
  - ELECTRIC TRANSFORMER / 30"x30" PAD
  - ELECTRIC FEED THROUGH CABINET
  - UTILITY VAULT
  - WATER VALVE
  - REGISTRATION
  - PIPE HYDRANT
  - STORM INLET
  - VALLEY GUTTER RILEY
  - CATCH BASIN
  - MANHOLE
  - LINE EXTENDER PEDESTAL / 12"x30"x34"
  - TRUNK-AMP PEDESTAL / 17"x30"x34"
  - SWITCH GEAR / T X T
  - POWER SUPPLY / 20"x26"x58"
  - BOARD / STOCKADE / PVC FENCE

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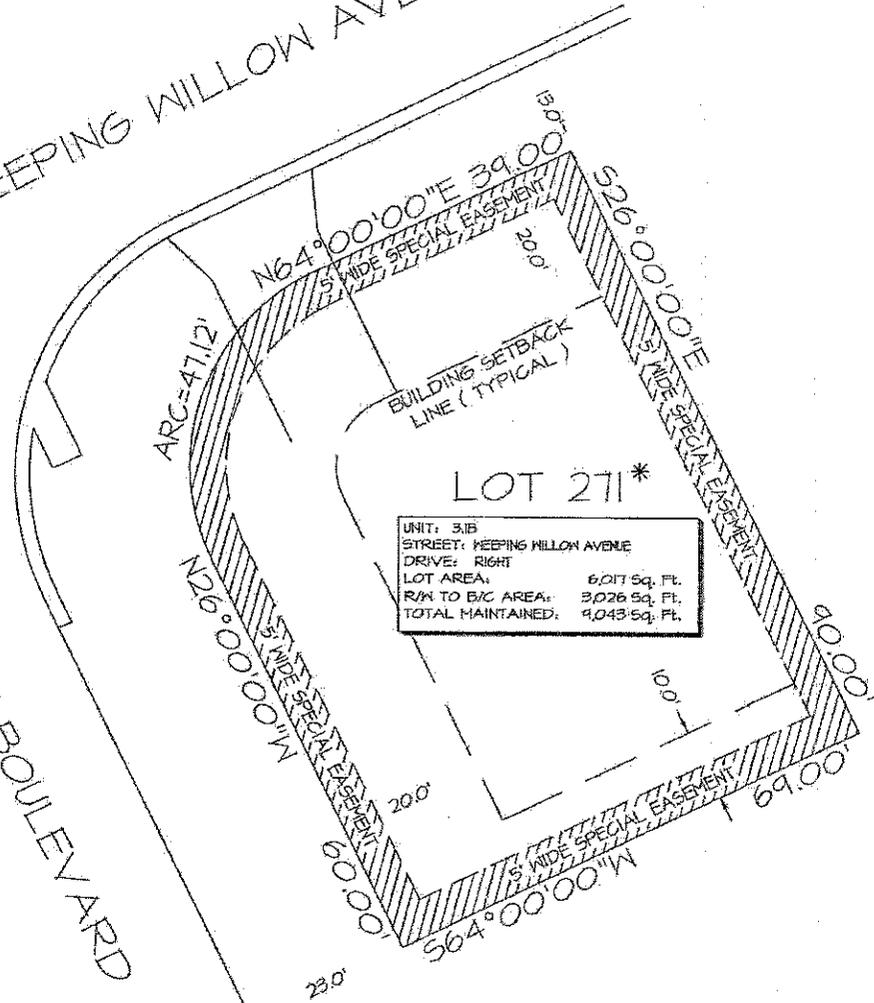
**The Villages**  
  
**Arnett**  
 Environmental, LLC  
 1024 Lake-Creek-Loop, Ste 200, Ft. Worth, TX 76104  
 1-817-338-4477 Fax: 817-338-1226  
 Division of Environmental Services - 2742



SCALE: 1/16"=1'

WEeping WILLOW AVENUE

SHAY BOULEVARD



LOT 271\*

UNIT:	3.18
STREET:	KEEPING HILLON AVENUE
DRIVE:	RIGHT
LOT AREA:	6,017 Sq. Ft.
R/W TO E/C AREA:	3,026 Sq. Ft.
TOTAL MAINTAINED:	4,043 Sq. Ft.

- LEGEND:**
- WATER METER
  - IRRIGATION METER
  - STREET LIGHT
  - INDICATES PLAT
  - INDICATES MEASURED
  - CABLE T.V. PEDESTAL / 1" OR 1 1/2" ROUND
  - TELEPHONE PEDESTAL / 4" OR 12" ROUND
  - ELECTRIC PEDESTAL / 20"x30" PAD
  - ELECTRIC TRANSFORMER / 30"x3' PAD
  - ELECTRIC FEED THROUGH CABINET
  - UTILITY VAULT
  - WATER VALVE
  - FIRE HYDRANT
  - STORM INLET
  - VALLEY GUTTER INLET
  - CATCH BASIN
  - MANHOLE
  - LINE EXTENDER PEDESTAL / 12"x30"x14"
  - TRUNK AND PEDESTAL / 17"x30"x14"
  - SWITCH GEAR / 7' x 7'
  - POWER SUPPLY / 20"x20"x30"
  - BOARD / STOCKADE / PVC FENCE

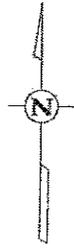
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\* SPECIAL FLOOR PLAN HOME SITE

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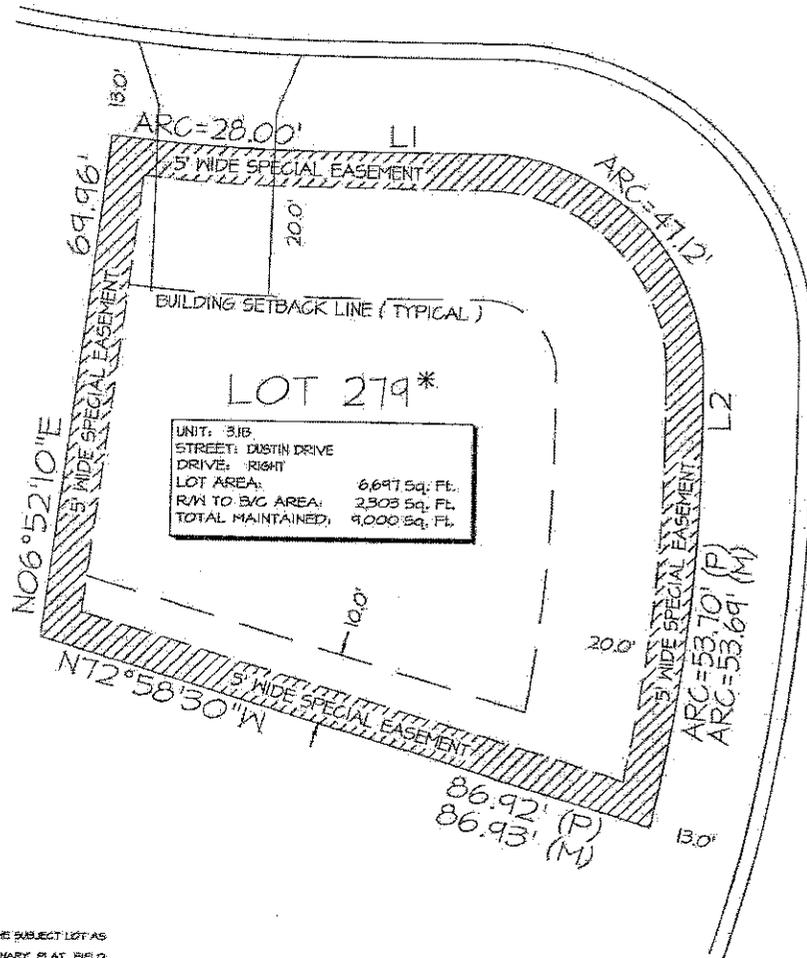
CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**The Villages**  
  
**Arnett**  
 Environmental, LLC  
 1521 Lake Shore Landing, The Villages, FL 32159  
 Tel: 352-392-8888 Fax: 352-392-8888  
 Official of Professional Services No. 27482



SCALE: 1/16"=1'

DUSTIN DRIVE



L1=N40°00'00"E, 22.89'  
L2=500°00'00"E, 10.00'

BEECHWOOD AVENUE

UNIT: 318  
STREET: DUSTIN DRIVE  
DRIVE: RIGHT  
LOT AREA: 6,697 Sq. Ft.  
R/W TO S/C AREA: 2,303 Sq. Ft.  
TOTAL MAINTAINED: 9,000 Sq. Ft.

- LEGEND:**
- WATER METER
  - IRRIGATION METER
  - ⊕ STREET LIGHT
  - ⊕ INDICATES FLAT
  - ⊕ INDICATES MEASURED
  - ⊕ CABLE TV PEDESTAL / 7" OR 4" ROUND
  - ⊕ TELEPHONE PEDESTAL / 4" OR 12" ROUND
  - ⊕ ELECTRIC PEDESTAL / 20"x20" PAD
  - ⊕ ELECTRIC TRANSFORMER / 3'x3' PAD
  - ⊕ ELECTRIC FEED THROUGH CABINET
  - ⊕ UTILITY VALVE
  - ⊕ WATER VALVE
  - ⊕ FIRE HYDRANT
  - ⊕ STORM INLET
  - ⊕ VALLEY GUTTER INLET
  - ⊕ CATCH BASIN
  - ⊕ MANHOLE
  - ⊕ LINE EXTENDER PEDESTAL / 12"x30"x14"
  - ⊕ TRUNK-AMP PEDESTAL / 17"x30"x14"
  - ⊕ SWITCH GEAR / 7' x 7'
  - ⊕ POWER SUPPLY / 20"x20"x36"
  - ⊕ BOARD / STOCKADE / PVC FENCE

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The Villages

Arnett

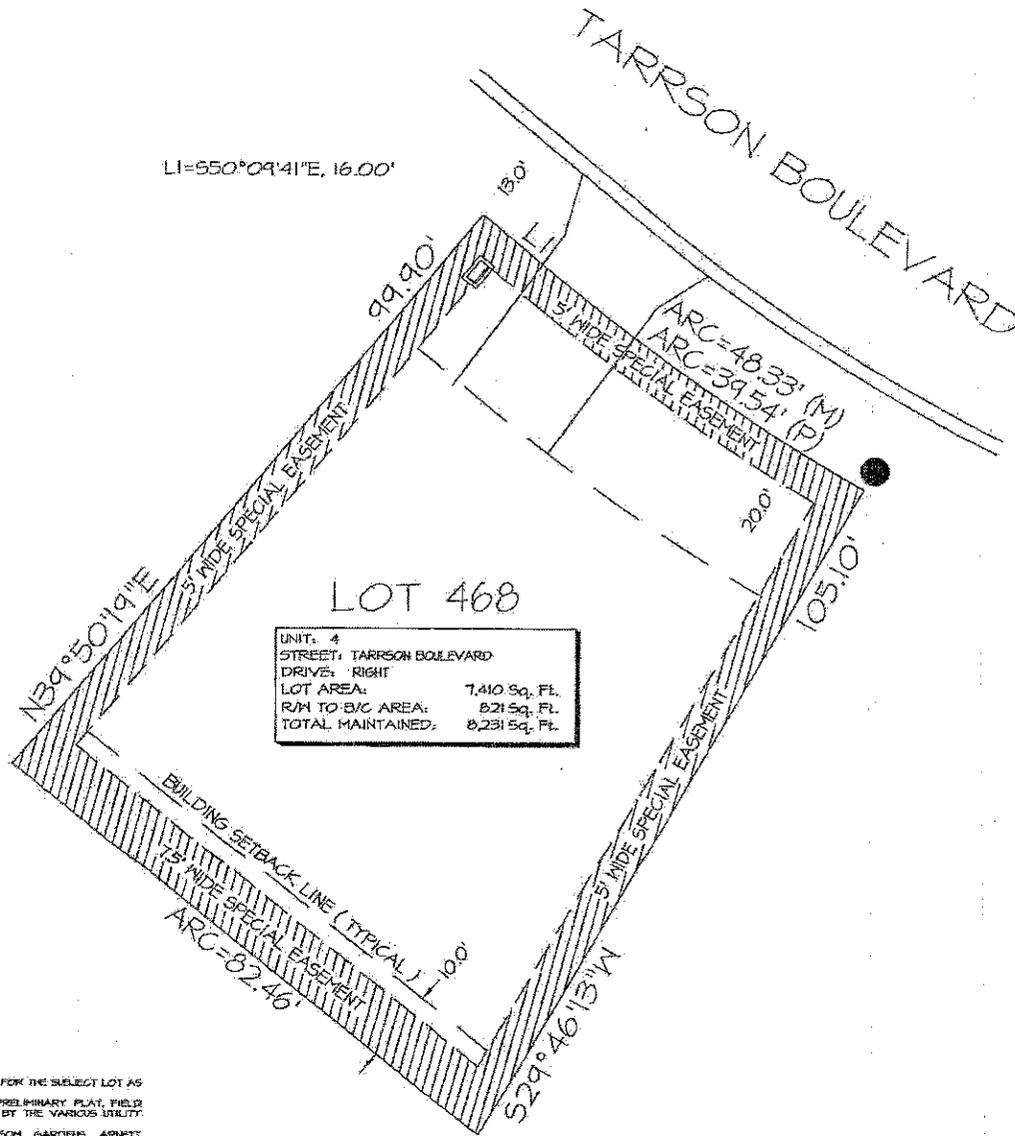
Environmental, LLC  
10000 Lakeshore Drive, The Villages, FL 32157  
P.O. BOX 100000, THE VILLAGES, FL 32157  
© 2008 Arnett Environmental, LLC

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



SCALE: 1/16"=1'

LI=550°09'41"E, 16.00'



LOT 468

UNIT: 4	
STREET: TARRSON BOULEVARD	
DRIVE: RIGHT	
LOT AREA:	7,410 Sq. Ft.
R/W TO E/C AREA:	8,231 Sq. Ft.
TOTAL MAINTAINED:	8,231 Sq. Ft.

- LEGEND:**
- WATER METER
  - IRRIGATION METER
  - STREET LIGHT
  - INDICATES FLAT
  - INDICATES MEASURED
  - CABLE TV PEDESTAL / 4" OR 12" ROUND
  - TELEPHONE PEDESTAL / 4" OR 12" ROUND
  - ELECTRIC PEDESTAL / 20"x20" PAD
  - ELECTRIC TRANSFORMER / 24"x3' PAD
  - ELECTRIC FEED THROUGH CABINET
  - UTILITY VAULT
  - WATER VALVE
  - FIRE HYDRANT
  - STORM INLET
  - VALLEY GUTTER INLET
  - CATCH BASIN
  - MANHOLE
  - LINE EXTENDER PEDESTAL / 12"x20"x24"
  - TRUNK-AMP PEDESTAL / 17"x30"x24"
  - SWITCH GEAR / 7' X 7'
  - POWER SUPPLY / 20"x28"x33"
  - BOARD / STOCKAGE / PVC FENCE

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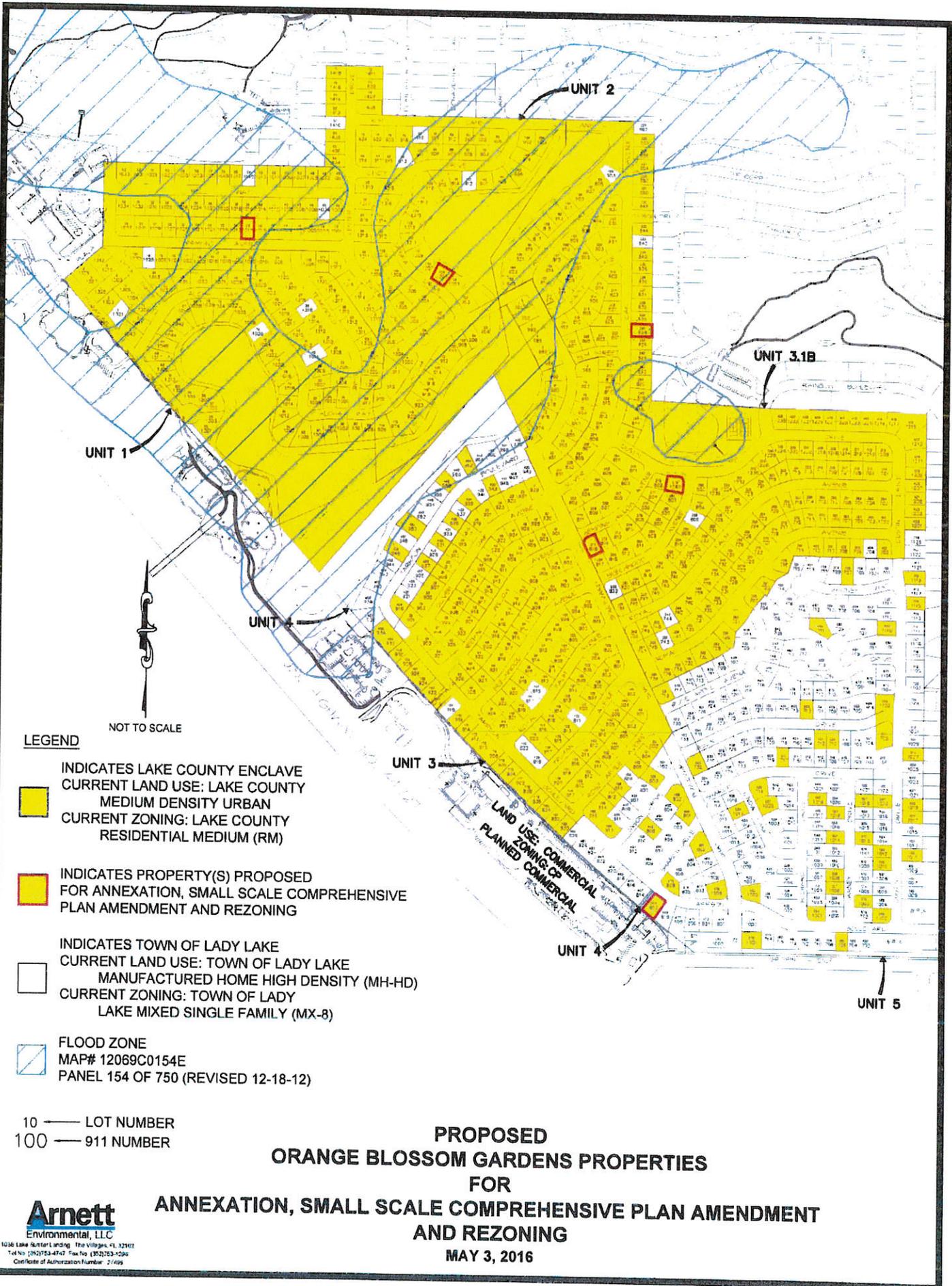
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CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**The Villages**  
 Arnett  
 Environmental, LLC  
 104 Lake Street South, The Villages, FL 32159  
 Tel No. 352-775-4242 Fax No. 352-775-4242  
 Equal Opportunity Employer M/F/H/V





May 5, 2016

Thad Carroll  
Growth Management Director  
Town of Lady Lake  
409 Fennell Blvd.  
Lady Lake, Florida 32159

Re: Orange Blossom Gardens  
Annexation, Small Scale Comprehensive Plan Amendment and Rezoning

Dear Mr. Carroll:

Pursuant to the Interlocal Agreement between Lake County and the Town of Lady Lake effective June 24, 2015 (attached hereto), please accept this letter, the \$2500 check, 10 copies and one CD of the applications, documents and maps as The Villages of Lake-Sumter, Inc.'s request for Annexation, Small Scale Comprehensive Plan Amendment and Rezoning of certain lots in the County Enclave of Orange Blossom Gardens.

Please place this request on the June 13, 2016 Planning and Zoning Board Agenda. We also request that the Land Planning Agency and Town Commission act on the recommendation of the Planning & Zoning Board at their July 6, 2016 Meetings and Commission for Final Reading on July 18, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Marty Dzuro', is written over the word 'Sincerely,'.

Martin L. Dzuro, V.P.  
The Villages of Lake-Sumter, Inc.  
Dzuro & Associates  
Land Development Consultants-Surveyors  
1045 Lake Sumter Landing  
The Villages, Florida 32162  
(352) 753-6262  
[marty.dzuro@thevillages.com](mailto:marty.dzuro@thevillages.com)

51074

DISBURSEMENT REQUEST  
THE VILLAGES OF LAKE-SUMTER, INC.

Manual Check: YES NO

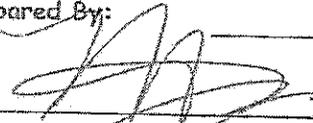
Return Check To: Vicki Suber / 230  
Name Dept. No.

CHECK REQUEST

Payee: Town of Lady Lake  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: May 4, 2016  
Check Amount \$2,500.00  
Purpose: Annex/Rezoning/SCCPA  
Prepared By: Vicki Suber

Vendor Number: \_\_\_\_\_

Approval: 

Invoice Number	Invoice Total	Invoice Date	Description	Due Date	Charge To GL Account Number	Invoice Amount
	\$2,500.00	05/04/16	OBG Revitalization	05/04/16	1.2006.MOBILE	\$2,500.00
			Application Fee: Annexation/Rezoning/SS-CPA			
			Unit 2, Lots 20&129 Unit 4, Lot 468			
			Unit 3.1B, Lots 240, 271 & 279			
			PLEASE RETURN PAYMENT TO VICKI @			
			DZURO & ASSOCIATES! THANK YOU.			

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE TOWN OF TOWN OF LADY LAKE REGARDING  
BUILDING PERMITS AND INSPECTIONS  
FOR THE VILLAGES**

**THIS IS AN INTERLOCAL AGREEMENT** by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Town of Lady Lake, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "Town," regarding the issuance of building permits and inspections for privately owned property.

**WHEREAS**, the Town and County desire to provide for the most efficient planning and building inspection processes for both entities; and

**WHEREAS**, The Villages either has, or intends to, purchase lots located in an older section of The Villages East of US 27, or either has, or intends to, enter into agreements with existing property owners, to replace existing mobile homes with new, conventionally built homes; and

**WHEREAS**, the properties subject to this Agreement shall be located within the boundaries of the Interlocal Service Boundary Agreement (ISBA) between Lake County and the Town of Lady Lake, executed on August 27, 2013; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in a manner that will accord best with economic and other factors; and

**WHEREAS**, the Town desires to issue the building permits on the lots either owned by, or under contract with, The Villages as it would be the in the best interests of the citizens of Lake County, Florida.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Town Responsibilities.** The Town agrees as follows:

A. To ensure that The Villages, or the owner under contract with The Villages, has applied for annexation of such property into the Town of Lady Lake. This is a condition precedent and must be satisfied before the Town has authority to issue any building permits for any property located within the unincorporated area.

B. To ensure that the improvements constructed on each property is designed in a way that complies with the Town's Code and Land Development Regulations, and Comprehensive Plan Policies, including any architectural design criteria.

C. To ensure that The Villages obtains any necessary Town zoning and planning approvals or development orders, other than building permits, if necessary. The Villages, or property owner, shall pay the Town any required annexation application and permitting fees, and pay to the County impact fees at the current County rates.

D. The Town Building Department is hereby designated by the parties as the appropriate agency to review building construction plans, to issue building permits, and to conduct necessary building and fire inspections for the properties identified herein located within the unincorporated County. The Town shall provide to the County, upon request of County, any necessary information regarding the project, including inspection and permit status, and shall make all sites available to the County for inspection as needed.

E. The Town will diligently process the annexation application and any other applications for comprehensive plan amendments and zoning requests as required by Florida law and the Town's Ordinances and Land Development Regulations.

3. **County Responsibilities.** Pursuant to Section 4.a. of the ISBA, the County hereby acknowledges and agrees that the Town's Code and Land Development Regulations will be applicable to properties subject to this Agreement. The County agrees to allow the Town to issue any necessary building permits, and perform any necessary building inspections on properties either owned by The Villages, or under contract with the Villages, that is located in the unincorporated area of Lake County. Such properties must be located within the area defined in the Lady Lake ISBA, and the property owner shall have applied for annexation into the Town of Lady Lake prior to the issuance of any building permits.

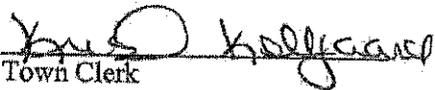
4. **Term of Agreement.** This Agreement shall become effective on the date upon which the agreement is executed by the last party hereto. This Agreement shall remain in force

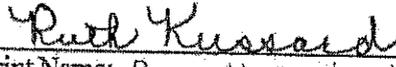
until terminated by either of the parties. Either party to this Agreement may terminate the Agreement by providing ninety (90) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute the same by Board action on the ~~24~~<sup>23</sup> day of ~~MAY~~<sup>June</sup>, 2015, and by the Town of Lady Lake, signing by and through its authorized representative.

ATTEST:

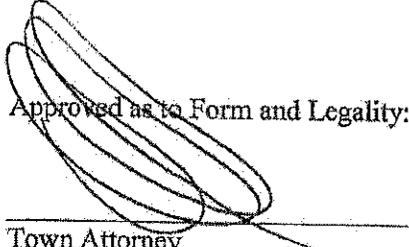
TOWN OF LADY LAKE

  
Town Clerk

  
Print Name: RUTH KUSSARD, MAYOR

Date: MAY 18, 2015

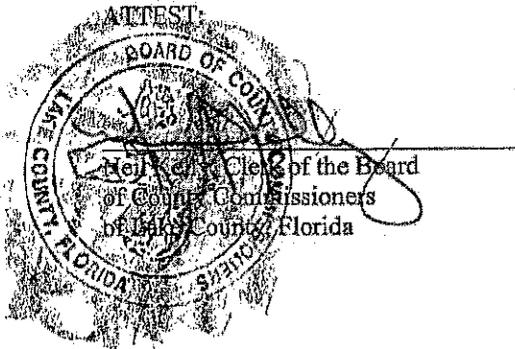
Approved as to Form and Legality:

  
Town Attorney

Interlocal Between Lake County and the Town of Lady Lake; Regarding Building Permits and Inspections for The Villages

COUNTY

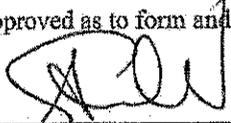
LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



  
\_\_\_\_\_  
Jimmy Conner  
Chairman

This 24th day of June, 2015.

Approved as to form and legality:

  
\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	PLAT BOOK/PAGE
1	OBG2	20		1015 Vermont Avenue	1672465	20/58-59
2	OBG2	129		1305 Debra Drive	3238575	20/58-59
3	OBG3.1B	240		828 Silver Oak Avenue	2523271	25/33
4	OBG3.1B	271		816 Weeping Willow Avenue	2534672	25/33
5	OBG3.1B	279		1240 Dustin Drive	2800526	25/33
6	OBG4	468		812 Tarrson Blvd.	2701188	26/55-56



## PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: June 13, 2016

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**SUBJECT:**            Ordinance 2016-18 – Annexation of Property Being 0.88 +/- Acres of Land Owned by the Villages of Lake-Sumter, Inc., Referenced By Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida

**DEPARTMENT:**    GROWTH MANAGEMENT

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### STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance 2016-18- The Villages of Lake-Sumter, Inc.– Requesting Annexation of 6 lots consisting of approximately 0.88 +/- acres of land which are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida, with the recommendation of approval.
2. Motion to forward Ordinance 2016-18- The Villages of Lake-Sumter, Inc.– Requesting Annexation of 6 lots consisting of approximately 0.88 +/- acres of land which are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida, with the recommendation of denial.

*Staff is in support of Motion Number 1*

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Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to annex properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B and 4. The annexation application involves 0.88 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

The 6 lots are spread out along different roads and include the following addresses:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of

each property has been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department.

In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake, Florida, the Town may annex property into the Town which are non-contiguous to the existing municipal boundary. The proposed properties under this application exist as non-contiguous lots.

The annexation application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required for annexation under statutory requirements. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (98) within 150 feet of the properties proposed by annexation request were mailed Thursday, May 26, 2016. The properties were posted Tuesday, June 31, 2016.

**Past Actions:**

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-18, and determined the application to be complete and ready for transmittal to the P&Z Board.

**Public Hearings**

The **Town Commission** is scheduled to consider Ordinance 2016-18 for first reading on Wednesday, July 6, 2016 at 6:00 p.m. The second and final reading will be held on Monday, July 18, 2016 at 6:00 p.m.

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**FISCAL IMPACT: \$ TBD – pending value of future homes**

Capital Budget                       Operating                       Other

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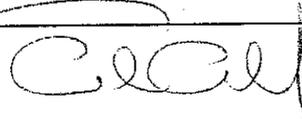
**ATTACHMENTS:     Ordinance(s)     Resolution     Budget Resolution**

Other

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

WJ  
6/6/16

DEPARTMENT HEAD



Submitted 6/6/16

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER



Approved Agenda Item for: 6/13/16

Date

6/14/16

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BOARD ACTION:  Approved as Recommended  Disapproved

*CHASSON/MCKENZIE 4-0*  
 Tabled Indefinitely  Continued to Date Certain

Approved with Modifications

CC: THAD-G.M.

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**MINUTES OF THE TOWN OF LADY LAKE  
REGULAR PLANNING AND ZONING BOARD MEETING  
LADY LAKE, FLORIDA**

**June 13, 2016  
5:30pm**

The Planning and Zoning Board Meeting was held in the Town Hall Commission Chambers at 409 Fennell Blvd., Lady Lake, Florida. The meeting convened at 5:30 p.m.

~~CALL TO ORDER:~~ John Gauder, Chairperson

~~PLEDGE OF ALLEGIANCE:~~ John Gauder, Chairperson

~~ROLL CALL:~~ \_\_\_\_\_ Michael McKenzie, Member  
\_\_\_\_\_ William Sigurdson, Member  
\_\_\_\_\_ John Gauder, Chairperson  
\_\_\_\_\_ Peter Chiasson, Member

~~STAFF MEMBERS PRESENT:~~ Thad Carroll, Growth Management Director; Wendy Then, Town Planner; and Carol Osborne, Staff Assistant to Town Clerk

~~Also Present:~~ Attorney Sasha Garcia, BRS Legal; Martin L. Dzuro

~~OPEN FORUM:~~ No comments from those in attendance.

~~NEW BUSINESS:~~

~~1. Approval of Minutes – May 9, 2016 Regular Meeting~~

~~Upon a motion by Member McKenzie and a second by Member Chiasson, the Planning and Zoning Board approved the minutes of the Planning and Zoning Board Meeting of May 9, 2016 by a vote of 4-0.~~

~~2. Ordinance No. 2016-18 – Annexation of Property Being 0.88 +/- Acres of Land Owned by The Villages of Lake-Sumter, Inc., Referenced By Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida. (Wendy Then)~~

Town Planner Wendy Then presented the background summary for this agenda item (on file in the Clerk's Office). She reported this is the sixth wave of voluntary annexations. The applicant, Martin L. Dzuro, on behalf of The Villages of Lake-Sumter, Inc., has filed applications to annex properties consisting of six lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B and 4. She stated the annexation application involves 0.88 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

Ms. Then stated the six lots are spread out along different roads and include the following addresses:

- 1015 Vermont Avenue

- 1 • 1305 Debra Drive
- 2 • 828 Silver Oak Avenue
- 3 • 816 Weeping Willow Avenue
- 4 • 1240 Dustin Drive
- 5 • 812 Tarrson Boulevard

6  
7 Ms. Then stated the subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake  
8 County, Florida, and the appropriate legal descriptions, a location map, and a sketch of each  
9 property has been included with the submitted application. She stated that all of the lots will be  
10 served by the Village Center Community Development District Central Water and Sewer System,  
11 as well as, the District's Fire Department.

12  
13 In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary  
14 Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake,  
15 Florida, the Town may annex property into the Town which are non-contiguous to the existing  
16 municipal boundary. The proposed properties under this application exist as non-contiguous lots.

17  
18 Ms. Then reported the annexation application was received on Thursday, May 5, 2016, and has been  
19 reviewed and determined to be complete, satisfying the necessary criteria as required for annexation  
20 under statutory requirements. She stated the application was found to meet the requirements of the  
21 Land Development Regulations (LDRs), as well as the adopted Comprehensive Plan, and is ready  
22 for transmittal to the Town Commission.

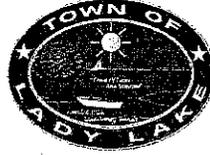
23  
24 Ms. Then reported the notices to inform the surrounding property owners (98) within 150 feet of the  
25 properties proposed by annexation request were mailed on Thursday, May 26, 2016, and the  
26 properties were posted this same day. She stated there have been no objections to date. The  
27 Technical Review Committee (TRC) members individually reviewed the application for Ordinance  
28 No. 2016-18, and determined the application to be complete and ready for transmittal to the  
29 Planning and Zoning Board. She stated the Town Commission is scheduled to consider Ordinance  
30 No. 2016-18 for first reading on Wednesday, July 6, 2016 at 6:00 p.m., and the second and final  
31 reading will be held on Monday, July 18, 2016 at 6:00 p.m.

32  
33 *Upon a motion by Member Chiasson and a second by Member McKenzie, the Planning and*  
34 *Zoning Board recommended transmittal and approval of Ordinance No. 2016-18 to the Town*  
35 *Commission for consideration by the following roll call vote:*

36	<i>MCKENZIE</i>	<i>YES</i>
37	<i>CHIASSON</i>	<i>YES</i>
38	<i>SIGURDSON</i>	<i>YES</i>
39	<i>GAUDER</i>	<i>YES</i>

40  
41  
42 **3. Ordinance No. 2016-19 - Small Scale Future Land Use Comprehensive Plan Amendment**  
43 **from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density**  
44 **for Six Lots Consisting of Approximately 0.88 +/- Acres of Land, Owned by The Villages of**  
45 **Lake Sumter, Inc. Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672,**  
46 **2800526, & 2701188; Six Lots Which are Located within Orange Blossom Gardens Units 2,**  
47 **3.1b, & 4, within Lake County, Florida.**

48  
49 Town Planner Wendy Then presented the background summary for this agenda item (on file in the  
50 Clerk's Office). She stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake



# J-5

## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

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**SUBJECT:** Ordinance 2016-19 —Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for 6 lots consisting of approximately 0.88+/- acres of land, owned by The Villages of Lake-Sumter, Inc. Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4, within Lake County, Florida.

**DEPARTMENT:** GROWTH MANAGEMENT

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### STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-19, a Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for 6 lots consisting of approximately 0.88+/- acres of land, owned by The Villages of Lake-Sumter, Inc. Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4, within Lake County, Florida.

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Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to amend the future land use comprehensive plan for properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2, 3.1B, and 4 from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density. The application involves 0.88 +/- acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed properties are as follows:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The Small Scale Future Land Use Map Amendment application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete

satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Notices to inform the surrounding property owners (98) within 150' of the property of the proposed annexation were mailed on Thursday, May 26, 2016. The properties were also posted Tuesday, May 31, 2016.

#### Concurrency Determination Statement

The Villages has removed existing manufactured homes on six (6) lots in a historic section of the Villages known as Orange Blossom Gardens to construct a similar size conventional built home on each lot (the one home on Dustin Drive has yet to be removed). There will be no increase in utility services, traffic, population, or recreation use.

#### Impact on Town Services

##### **Potable Water-**

- No impact, lots are served by the Village Center Community Development District Central Water System.

##### **Sewer -**

- No impact, lots are served by the Village Center Community Development District Central Sewer System.

##### **Schools –**

- Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

##### **Transportation –**

- No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

##### **Parks & Recreation –**

- The small scale future land use amendment will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, the Villages provides its residents with all Park and Recreation Amenities.

##### **Stormwater –**

- Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The subject properties involve approximately 0.88 ± acres lie in Section 06, Township 18 South, Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

**Future Land Use**

<b>Subject Properties</b>	Lake County Medium Urban Density
<b>Future Land Use of Adjacent Properties</b>	
<b>West</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>East</b>	Lake County – Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>North</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>South</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density

NOTE: 812 Tarrson Boulevard abuts RET (Commercial General - Retail) to the West.

**Comments:**

- 1.) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale Future Land Use Amendment Application.
- 2.) In accordance to the Interlocal Agreement for Building Permits & Inspections Section 2).A), executed on June 23, 2015, if the Villages has applied for annexation, then the Town can issue building permits located within the unincorporated area.
- 3.) Project will be required to adhere to St. John's River Water Management District guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

**Past Actions:**

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-19, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the June 13, 2016 meeting, the **Planning and Zoning Board** voted 4-0 for approval of Ordinance 2016-19.

**Public Hearings**

The **Local Planning Agency** is scheduled to consider Ordinance 2016-19 on Wednesday, July 6, 2016, at 5:45 p.m.

The **Town Commission** is scheduled to consider Ordinance 2016-19 for second and final reading on Monday, July 18, 2016 at 6:00 p.m.

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**FISCAL IMPACT: \$** \_\_\_\_\_

Capital Budget

Operating

Other

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

Other

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

6/27/16

DEPARTMENT HEAD 

Submitted 6/27/16

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER 

Approved Agenda Item for: 7/6/16

Date

6/27/16

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**BOARD ACTION:**  Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

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**ORDINANCE NO. 2016-19**

**AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN THE TOWN OF LADY LAKE, FLORIDA; AMENDING THE TOWN OF LADY LAKE ORDINANCE NO. 81-1-(83) WHICH ESTABLISHED THE TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE TOWN OF LADY LAKE TOWN COMMISSION:**

**Section 1. Legislative Findings, Purpose, and Intent.**

a. On February 2, 1981, the Town Commission of the Town of Lady Lake adopted a Comprehensive Plan pursuant to Florida Statute 163.3184, known as the "Local Government Comprehensive Planning Act" ("Act"), which sets forth the procedures and requirements for a local government in the State of Florida to adopt a Comprehensive Plan and amendments (to a Comprehensive Plan).

b. The Town Commission adopted the Lady Lake Comprehensive Plan by Ordinance No. 81-1-(83), and amended said Ordinance by Ordinance No. 91-21, approved December 2, 1991, and Ordinance No. 94-16, approved on October 12, 1994.

c. The Town's Local Planning Agency reviewed a proposed amendment to the Future Land Use Map Series of the Town of Lady Lake Comprehensive Plan on July 6, 2016, and recommended to the Town Commission that said amendment be adopted by the Town Commission.

d. The Town Commission has held public hearings on the proposed amendment to the Future Land Use Map Series of the Comprehensive Plan, and received comments from the general public and the Local Planning Agency.

e. The Town of Lady Lake has complied with the requirements of the Act for amending the Comprehensive Plan.

**Section 2. Authority.**

This ordinance is adopted in compliance with and pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 – 163.3243, Florida Statutes, as amended.

**Section 3. Small Scale Amendment to the Future Land Use Element Map Series.**

The Comprehensive Plan, as amended, is hereby further amended by amending the Future Land Use Element Map Series with the small scale amendment as indicated below:

Applicant/Owner:           The Villages of Lake-Sumter, Inc.



**EXHIBIT "A" - Legal Descriptions and Map**

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Parcel ID #: 06-18-24-0200-0000-2000  
Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20,  
Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900  
Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book  
20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000  
Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100  
Lot 271, Unit 3-1 B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27900  
Lot 279, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat  
Book 25, Page 33, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 06-18-24-0375-000-46800  
Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book  
26, Pages 55 and 56, Public Records of Lake County, Florida.



**APPLICATION FOR THE SMALL  
SCALE DEVELOPMENT  
AMENDMENTS TO THE 2005-2025  
COMPREHENSIVE PLAN (CP)  
Town of Lady Lake**

**Small scale amendments must meet the following criteria of (Ch. 163.3187, F.S.):**

- ◆ The proposed amendment must involve a property of ten (10) acres or less.
- ◆ A proposed amendment involving a residential land use may not exceed a density of the (10) units per acre.
- ◆ The proposed amendment does not require an amendment to the Urban Service Area boundary.
- ◆ The proposed amendment does not involve the same owner's property within 150 feet of property granted a change within the prior twelve (12) months.
- ◆ The proposed amendment cannot involve a change to the goals, policies, objectives or text of the Comprehensive Plan.
- ◆ Small scale amendment applications will only be accepted until the statutory sixty (60) acre cumulative total is reached.

In addition, staff may determine on a case-by-case basis, which amendments need to be processed as part of the regular amendment cycle.

Applications for small scale amendment accepted Monday through Friday from 8:00 AM to 5:00 PM. One (1) notarized and ten (10) copies of the application, ten (10) sets of any required exhibits and any attachments, together with an application fee of \$2,500.00 (checks made payable to the TOWN OF LADY LAKE), must be filed with the Growth Management Department, 409 Fennell Boulevard, Lady Lake, Florida. All requests for a fee waiver must be formally approved by the Town of Lady Lake Commission.

**Type or Print the following information, if applicable:**

Owner(s)/Applicant* The Villages of Lake-Sumter, Inc.	Agent/Applicant Martin L. Dzuro, Vice President
Patricia A. Barsness	
Address 1020 Lake Sumter Landing	Address 1045 Lake Sumter Landing
City The Villages	City The Villages
State FL	State FL
Zip 32162	Zip 32162
Phone (H)	Phone (H)
Phone (W)	Phone (W) (352) 753-6262
Fax	Fax (352) 753-6264

Adopted Future Land Use Designation(s) Lake County Medium Density Urban

Requested Future Land Use Designation(s) Lady Lake MH-HD - Manufactured Home High Density

\*If someone other than the property owner is submitting this application, then the attached Agent Authorization Form must be completed (Page 5).

**PROPERTY LOCATION:**

Section 6	Township 18	Range 24
Subdivision See attached list.	Block N/A	Lot/Parcel# See attached list.
Address (if available)		
Tax Identification Number See attached list.		
Existing Zoning Lake County RM - Residential Medium		Anticipated Zoning Lady Lake MX-8 Mixed Single Family

**NOTE: IF THE ANTICIPATED OR REQUIRED ZONING IS PLANNED DEVELOPMENT, A PRELIMINARY LAND USE PLAN MAY BE REQUIRED PRIOR TO THE LADY LAKE COMMISSION PUBLIC HEARING.**

Existing Use of Subject Property: Medium density urban

Proposed Use of the Subject Property: MH-HD - Manufactured Home High Density

Total Gross Acreage of Parcel (Including wetlands and water bodies): Approximately 38,353

Developable Acreage to be Amended: Approximately 0.88

If Conservation Areas (wetlands) or natural water bodies exist on-site, give estimated acreage of each: None.

(Submit any previously completed wetland determination studies).

If multiple designations are requested for the subject property, indicate the acreage of each designation and include a map showing the location of each use: Not applicable

Is this proposal a Certified Lady Lake Affordable Housing Project? Yes \_\_\_\_\_ No X  
(If yes, attach certification).

Has an application for rezoning or other development permit been submitted to the Town?

Yes X No \_\_\_\_\_

(If yes, type and date submitted \_\_\_\_\_).

Has the project/property been subject to any Town action, including a comprehensive plan amendment, within the last five (5) years? Yes \_\_\_\_\_ No X

(If yes, indicate type and date \_\_\_\_\_).

### REQUIRED SUBMITTALS

(Ten (10) copies of each)

1. The complete legal description of the property and portion thereof that the amendment is being requested for, **typed on a separate sheet of paper.**
2. Certified survey of the subject property or a County Property Appraiser's map illustrating the exact parcel may be accepted in lieu of a survey (County Property Appraiser's maps are available from Lake County Maps Sales, 123 N. Sinclair Ave., Tavares).
3. Vicinity map depicting the subject property and major roadways.
4. For property within flood prone areas, include Flood Insurance Rate Map, Flood Hazard Boundary Map or other information for determining suitability for development (Flood maps are available from the Lady Lake Building Department).
5. Attach justification statement and appropriate data and analysis to support the requested change including, but not limited to, adjacent land use compatibility; availability of sanitary sewer and potable water; why the amendment is consistent with and furthers various objectives and/or policies of the Comprehensive Plan; existing traffic or environmental studies; and any other information which supports this request.
6. Attach a listing of property owners within 150 feet of the subject property. The list may be obtained from the Lake County Property Appraisers Office located at 317 West Main Street, Tavares, Florida or you may get the information off of Lake County's GIS website [www.lakegovernment.com](http://www.lakegovernment.com).

### ADDITIONAL APPLICATION INFORMATION

1. Applicants are requested to seek a pre-application conference with the Community Development staff to discuss the content and format of the amendment proposal. Acceptance of an application for amendment to the CP should not be construed as staff support of the amendment request. Please contact the Growth Management Department at (352) 751-1520 to schedule an appointment.
2. Small scale amendments require two (2) public hearings for adoption. The Local Planning Agency (LPA) public hearing and the Lady Lake Commission public hearing. A flow chart of the small scale process is attached to this application.
3. Applications for a comprehensive plan amendment which were previously not transmitted or adopted by the Town of Lady Lake Commissioners cannot be reconsidered for a period of two (2) years of that action.
4. Comprehensive Plan Amendment does not guarantee/entitle the applicant/owner to a development permit.

5. The current owner of the subject property must sign the application. Agents must submit the attached Agent Authorization Form .
6. Only one contiguous development per application for a Future Land Use Map amendment will be accepted. Contiguous property can be submitted on one application upon authorization of all property owners.
7. Upon review of the submitted application, the Growth Management Department may find an application incomplete and request that the applicant resubmit the application with clarification or additional information. Resubmitted applications or additional information are due within fifteen (15) working days of notice from the Growth Management Department unless special permission is granted by the Growth Management Director, or his/her designee, to accommodate special/lengthy requests.
8. Application fees shall be refunded only if an application is withdrawn upon request of either the property owner or agent prior to the first public notice of hearing.
9. The following shall be exempted from the payment of the amendment fee; Lake County, the Lake County School Board, the State of Florida, the United States of America, municipalities situated wholly within the boundaries of the County and established transportation authorities. Others may request a fee waiver from the Lady Lake Commission through a request to the Growth Management Director.
10. The applicant and those he/she represents in this amendment are hereby put on notice that approval of this application by the Lady Lake Commission, which is then challenged by an affected party, is not "effective" until a final order determining the adopted amendment to be in compliance is issued by the Department of Community Affairs or the Administration Commission. Therefore, the applicant and those he/she represent are hereby put on notice that there shall be no reliance on, and, the Town shall not be responsible for any reliance on an approval of this application until it is "effective", pursuant to law. Amendments which are not challenged are effective thirty-one (31) days after adoption. The Town does not issue any development orders (e.g., rezoning).
11. Applicants are required to place a notice of public hearing poster on property involved in this amendment request prior to the public hearings. The Growth Management Department will prepare the poster for posting. The Growth Management Department provides public hearing notices to property owners within 150 feet of property subject to an amendment.
12. Dependent upon the type of amendment request, the applicant may be required to participate in a neighborhood meeting(s) in order to provide additional information and notice to surrounding residents about the proposed development.

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL APPLICANTS:**

I, the undersigned, have read the application for an amendment to the Town of Lady Lake Comprehensive Plan and hereby attest that the above referenced information, including attached exhibits, is true and correct to the best of my knowledge and, during the pendency of this application, I understand my continuing obligation to notify the Growth Management Director or his designee in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by virtue of changed circumstances.

[Signature]  
Signature of the Applicant, Property owner or Agent

May 5, 2016  
Date

Martin L. Dzuro, V.P. The Villages of Lake-Sumter Inc.  
Printed Name

STATE OF Florida  
COUNTY OF Sumter

THE FOREGOING INSTRUMENT was acknowledged before me this 5<sup>th</sup> day of May, 20 16, by Martin L. Dzuro, as an individual/officer/agent, on behalf of himself/herself The Villages of Lake-Sumter Inc., a corporation/partnership. He/she is personally know to me or has produced [Signature] as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of May, 20 16.

[Signature]  
Notary Public

Vicki C. Varnon

Printed Name

Commission No.:

My Commission Expires:

(SEAL)

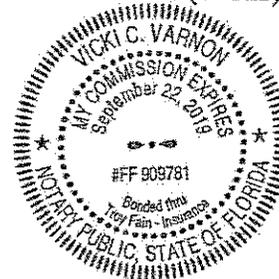


Exhibit A

Parcel ID #: 06-18-24-0200-0000-2000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000

Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100

Lot 271, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27900

Lot 279, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 and 56, Public Records of Lake County, Florida.

EXN \_\_\_\_\_  
Rec \_\_\_\_\_  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

Prepared by and return to:

Gary Fuchs/tn  
Attorney at Law

McLin Burnsed

1028 Lake Sumter Landing

The Villages, FL 32162

File No.: P08371

RETURN

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## Warranty Deed

This Warranty Deed made this 26th day of February, 2016 between Charles Fiesler and Barbara Fiesler, husband and wife, individually and as Trustees of the Charles F. Fiesler Revocable Living Trust under Agreement dated October 27, 2010, whose post office address is 471 Gaskin Lane, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-02000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02614562G thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Jeanmarie N. Kell  
Witness Name: Jeanmarie N. Kell

Charles Fiesler  
Charles Fiesler, individually and as Trustee of  
the Charles F. Fiesler Revocable Living Trust  
under Agreement dated October 27, 2010

Barbara Fiesler  
Barbara Fiesler, individually and as Trustee of  
the Charles F. Fiesler Revocable Living Trust  
under Agreement dated October 27, 2010

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 26th day of February, 2016, by Charles Fiesler and Barbara Fiesler, husband and wife, individually and as Trustees of the Charles F. Fiesler Revocable Living Trust under Agreement dated October 27, 2010, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



TERESA NORVELL  
MY COMMISSION # FF 130328  
EXPIRES: June 8, 2018  
Bonded Through Notary Services

Teresa Norvell  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08614

Doc# \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

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## Warranty Deed

This Warranty Deed made this 1st day of April, 2016 between William H. Miller, III, a single man, individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010, whose post office address is 1801 Calvert Street NW, Apt 505, Washington, DC 20009, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1990 HOME Manufactured Home, ID# HCFL11341A & # HCFL11341B, Florida Title 48458401 & 48429184 bearing Real Property Decals # R386334 & # R386335 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jennifer Forester

William H. Miller III  
William H. Miller, III, individually and as Trustee of the  
William H. Miller Trust under Agreement dated March  
8, 2010

Witness Name: Leonard L. Pisano

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 1st day of April, 2016 by William H. Miller, III, a single man, individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010 who is personally

87000

Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08503

ERN 10  
Rec 10  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

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## Warranty Deed

This Warranty Deed made this 10th day of March, 2016 between Robert G. Riendeau and Joyce J. Riendeau, husband and wife, whose post office address is 17706 SE 89th Keating Terrace, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-24000

Lot 240, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 10L12984 thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Robert G. Riendeau  
Robert G. Riendeau

Jeanmarie Mitchell  
Witness Name: Jeanmarie Mitchell

Joyce J. Riendeau  
Joyce J. Riendeau

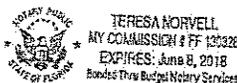
State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 10th day of March, 2016, by Robert G. Riendeau and Joyce J. Riendeau, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

Teresa Norvell  
Notary Public

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



RET

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08548

Rec 10  
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## Warranty Deed

This Warranty Deed made this 15th day of March, 2016 between Donald A. Jones and Christine C. Jones, husband and wife, whose post office address is 515 Tarrson Blvd, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27100

Lot 271, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

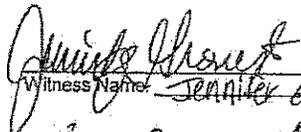
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

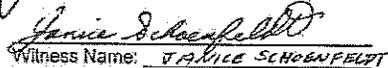
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

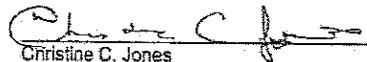
IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: JENNIFER GROVESTEE

  
Donald A. Jones

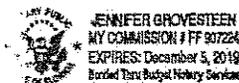
  
Witness Name: JANICE SCHOENFELDT

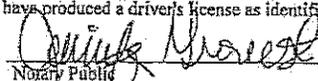
  
Christine C. Jones

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 15th day of March, 2016 by Donald A. Jones and Christine C. Jones, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Jennifer Grovesteen

My Commission Expires: 12/5/19

INSTRUMENT#: 2016040885 OR BK 4769 PG 867 PAGES: 1 4/21/2016 1:13:15 PM  
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT  
REC FEES: \$10.00 DEED DOC:\$570.50

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08431

Exp \_\_\_\_\_  
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Total \_\_\_\_\_

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## Warranty Deed

This Warranty Deed made this 15th day of April, 2016 between Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, whose post office address is 1240 Dustin Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27900

Lot 279, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02630147 AR & BR thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groves  
Witness Name: Jennifer Groves

Briette Fleetwood  
Witness Name: Briette Fleetwood

Agnes P. Poynton  
Agnes P. Poynton, Individually and as Trustee of the  
Agnes P. Poynton Trust

State of Florida  
County of Lake

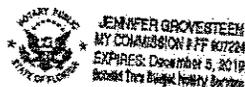
The foregoing instrument was acknowledged before me this 15th day of April, 2016 by Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Jennifer Groves  
Notary Public

Printed Name: Jennifer Groves

My Commission Expires: 12/31/19



79000 RETURN

Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08421

Exp \_\_\_\_\_  
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Int \_\_\_\_\_  
Total \_\_\_\_\_

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 4th day of March, 2016 between Randall B. Pritchard, a married man, whose post office address is 205 Canova Drive, New Smyrna Beach, FL 32189, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 through 56, Public Records of Lake County, Florida.

Together with a 1984 GEORGIE Manufactured Home, ID# N12082A & # N12082B, Florida Title 40387852 & 40342651 bearing Real Property Decals # R225094 & # R225095 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: TERESA NORVELL

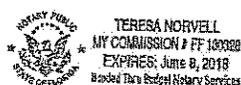
Randall B. Pritchard  
Randall B. Pritchard

Donna J. Fenster  
Witness Name: DONNA J. FENSTER

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 4th day of March, 2016; by Randall B. Pritchard, a married man, who  is personally known or  has produced a driver's license as identification.

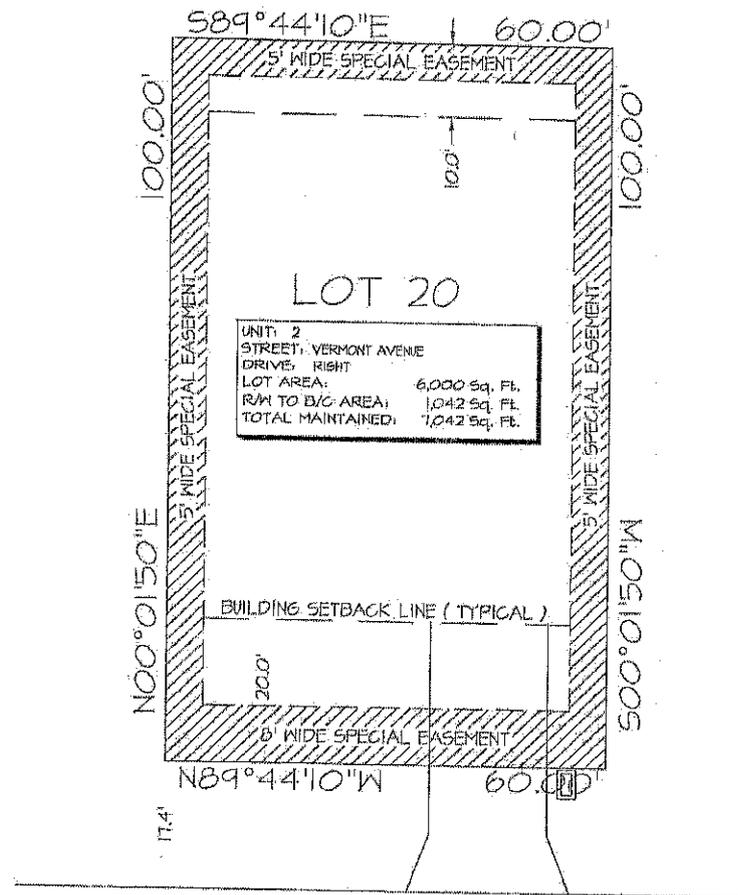
[Notary Seal]



Teresa Norvell  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



SCALE: 1/16"=1'



LOT 20  
UNIT 2  
STREET: VERMONT AVENUE  
DRIVE: RIGHT  
LOT AREA: 6,000 Sq. Ft.  
RM TO B/C AREA: 1,042 Sq. Ft.  
TOTAL MAINTAINED: 7,042 Sq. Ft.

LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES FLAT
	INDICATES MEASURED
	CABLE TV PEDESTAL / 1" OR 4" ROUND
	TELEPHONE PEDESTAL / 4" OR 12" ROUND
	ELECTRIC PEDESTAL / 20"X20" PAD
	ELECTRIC TRANSFORMER / 8'X8' PAD
	ELECTRIC FEED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"X30"X14"
	TRUNK AMP PEDESTAL / 17"X30"X14"
	SWITCH GEAR / 7' X 7'
	POWER SUPPLY / 20"X20"X20"
	BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER AND HERBY RESERVED FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY, SEWER, STORM DRAINAGE, WATER LINES, CABLEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE. THESE THIRD PARTY UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA GOVERNANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE GRADING AND LANDSCAPE BEING DISTURBED PURSUANT TO ANY UTILIZATION OF SUCH EASEMENTS. HOWEVER THESE UTILITY PROVIDERS MAY USE SPLITTER BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

THIS IS NOT A SURVEY  
THIS SKETCH IS INTENDED TO SHOW PERTINENT INFORMATION FOR THE SUBJECT LOT AS SHOWN HEREON.  
THE INFORMATION SHOWN HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT, FIELD MEASUREMENTS AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES (UTILITY LOCATIONS ARE SUBJECT TO CHANGE).  
THE VILLAGES OF LAKE-SUNTER, INC., ORANGE BLOSSOM GARDENS, ARNETT ENVIRONMENTAL, AND/OR ANY AFFILIATES THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.

VERMONT AVENUE

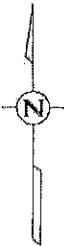
CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

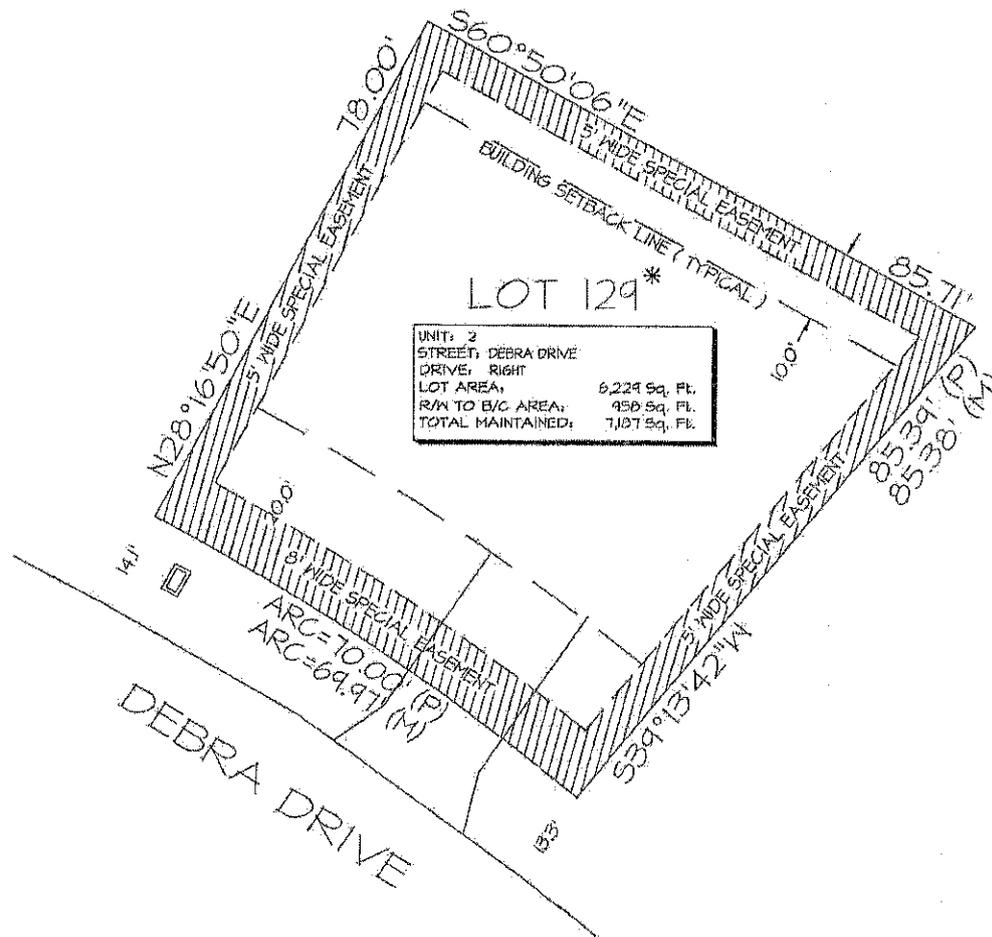
CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

The Villages  
Arnett  
Environmental, LLC  
100 Lake Street, Suite 100, The Villages, FL 32149  
Tel: 352-399-4444 Fax: 352-399-1000  
Cdn. No. of Registration: 2005



SCALE: 1/16"=1'



LOT 129 \*

UNIT: 2  
 STREET: DEBRA DRIVE  
 DRIVE, RIGHT  
 LOT AREA: 6,224 Sq. Ft.  
 R/W TO E/C AREA: 456 Sq. Ft.  
 TOTAL MAINTAINED: 7,107 Sq. Ft.

- LEGEND:**
- WATER METER
  - IRRIGATION METER
  - ◇ STREET LIGHT
  - IPV INDICATES PLAT
  - MPV INDICATES MEASURED
  - CABLE T.V. PREDISTAL / 1" OR 1/2" ROUND
  - TELEPHONE PREDISTAL / 1" OR 1/2" ROUND
  - ELECTRIC PREDISTAL / 20X20" PAD
  - ELECTRIC TRANSFORMER / 20X20" PAD
  - ELECTRIC PRED THROUGH CABINET
  - UTILITY VALVE
  - WATER VALVE
  - FIRE HYDRANT
  - STORM INLET
  - VALLEY GUTTER BLEY
  - CATCH BASIN
  - MANHOLE
  - LINE EXTENDER PREDISTAL / 12"X30"X14"
  - TRUNK-AMP PREDISTAL / 17"X30"X14"
  - SWITCH GEAR / 7' X 7'
  - POWER SUPPLY / 20"X20"X50"
  - BOARD / STOCKADE / PVC FENCE

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\* SPECIAL FLOOR PLAN HOME SITE

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The Villages  
 Arnett  
 CIVIL ENGINEERING LLC

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

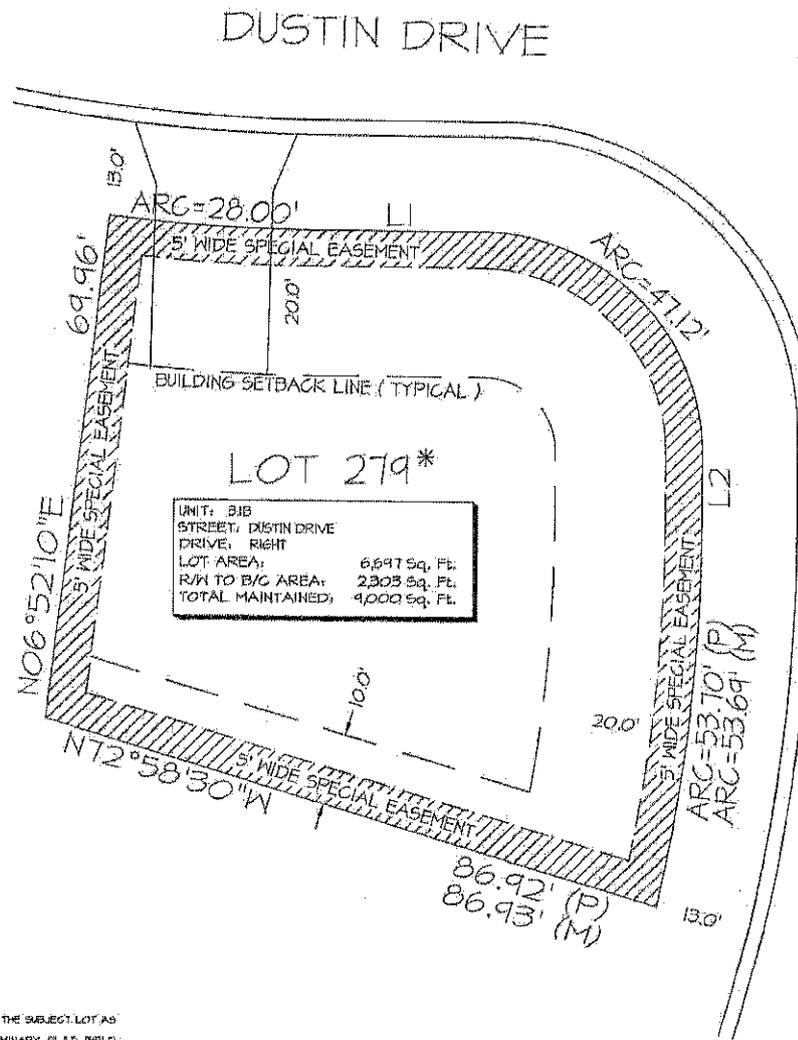
1424 Lake County Road 100-106, The Villages, FL 32149  
 Tel: (352) 227-4147 Fax: (352) 227-1586  
 Website: www.arnett-engineering.com







SCALE: 1/16"=1'



L1=N90°00'00"E, 22.89'  
L2=600°00'00"E, 10.00'

LOT 279\*

UNIT: 318
STREET: DUSTIN DRIVE
DRIVE: RIGHT
LOT AREA: 6,697 Sq. Ft.
R/W TO B/C AREA: 2,303 Sq. Ft.
TOTAL MAINTAINED: 4,000 Sq. Ft.

LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES PLAT
	INDICATES MEASURED
	CABLE TV PEDESTAL / 4" OR 6" ROUND
	TELEPHONE PEDESTAL / 4" OR 12" ROUND
	ELECTRIC PEDESTAL / 20"x30" PAD
	ELECTRIC TRANSFORMER / 30"x30" PAD
	ELECTRIC FEED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"x30"x34"
	TRUNK-AMP PEDESTAL / 12"x30"x34"
	SWITCH BEAR / 7' X 7'
	POWER SUPPLY / 20"x26"x36"
	BOARD / STOCKADE / PVC FENCE

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CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

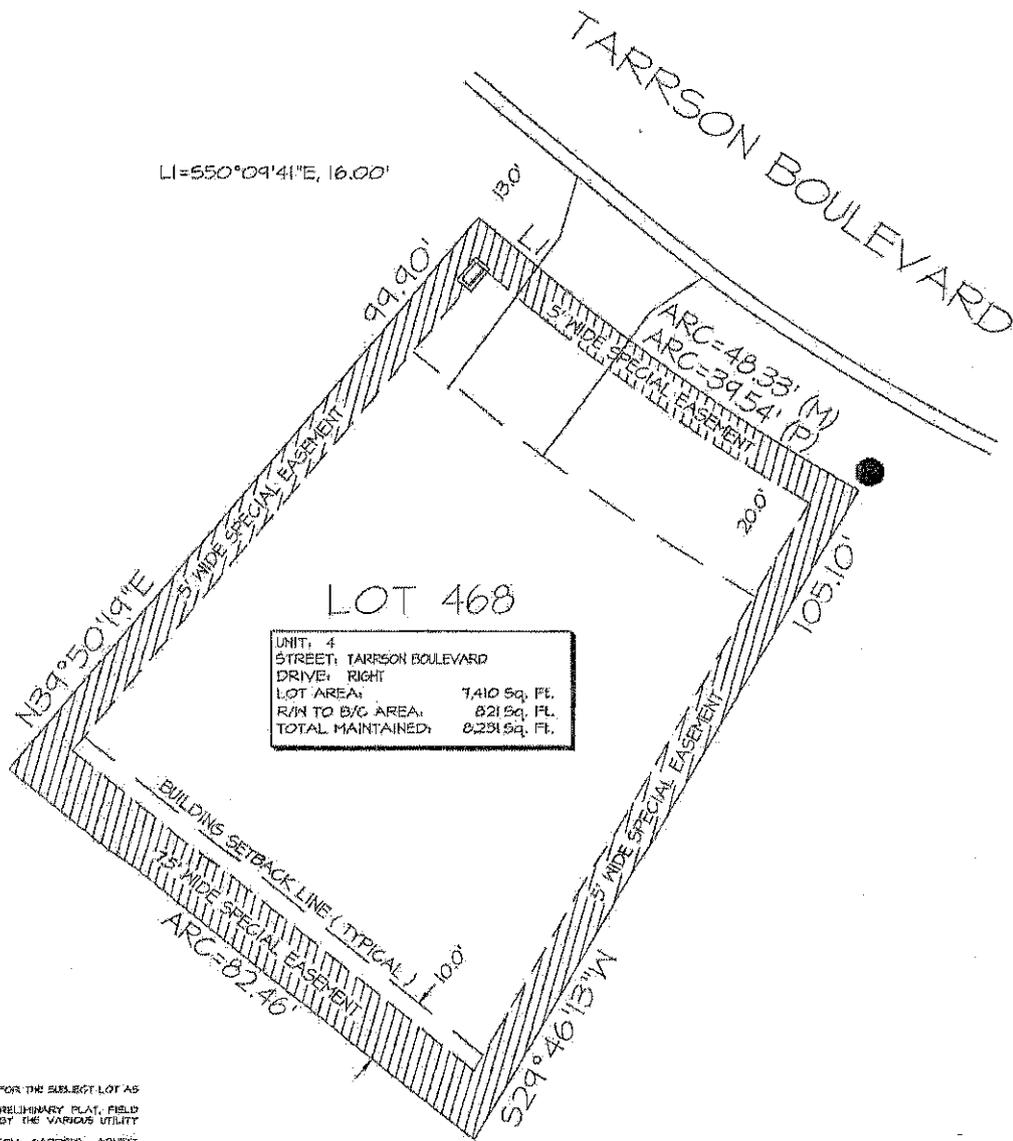
DATE: \_\_\_\_\_

The Villages  
Arnett  
Environmental, LLC  
10015 Lakeview Lane, The Villages, FL 32159  
TEL: 352.399.1111 FAX: 352.399.1112  
WWW.ARNETTENVIRONMENTAL.COM



SCALE: 1/16"=1'

LI=550°09'41"E, 16.00'



LOT 468

UNIT: 4	
STREET: TARRSON BOULEVARD	
DRIVE: RIGHT	
LOT AREA:	7,410 sq. FT.
R/W TO B/C AREA:	821 sq. FT.
TOTAL MAINTAINED:	8,231 sq. FT.

LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES FLAT
	INDICATES MEASURED
	CABLE T.V. PEDESTAL / 7" OR 8" ROUND
	TELEPHONE PEDESTAL / 4" OR 12" ROUND
	ELECTRIC PEDESTAL / 20"x30" PAD
	ELECTRIC TRANSFORMER / 36"x36" PAD
	ELECTRIC FEED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"x30"x14"
	TANK-AMP PEDESTAL / 17"x30"x14"
	SWITCH GEAR / T X T
	POWER SUPPLY / 20"x26"x38"
	BOARD / STOCKADE / PVC FENCE

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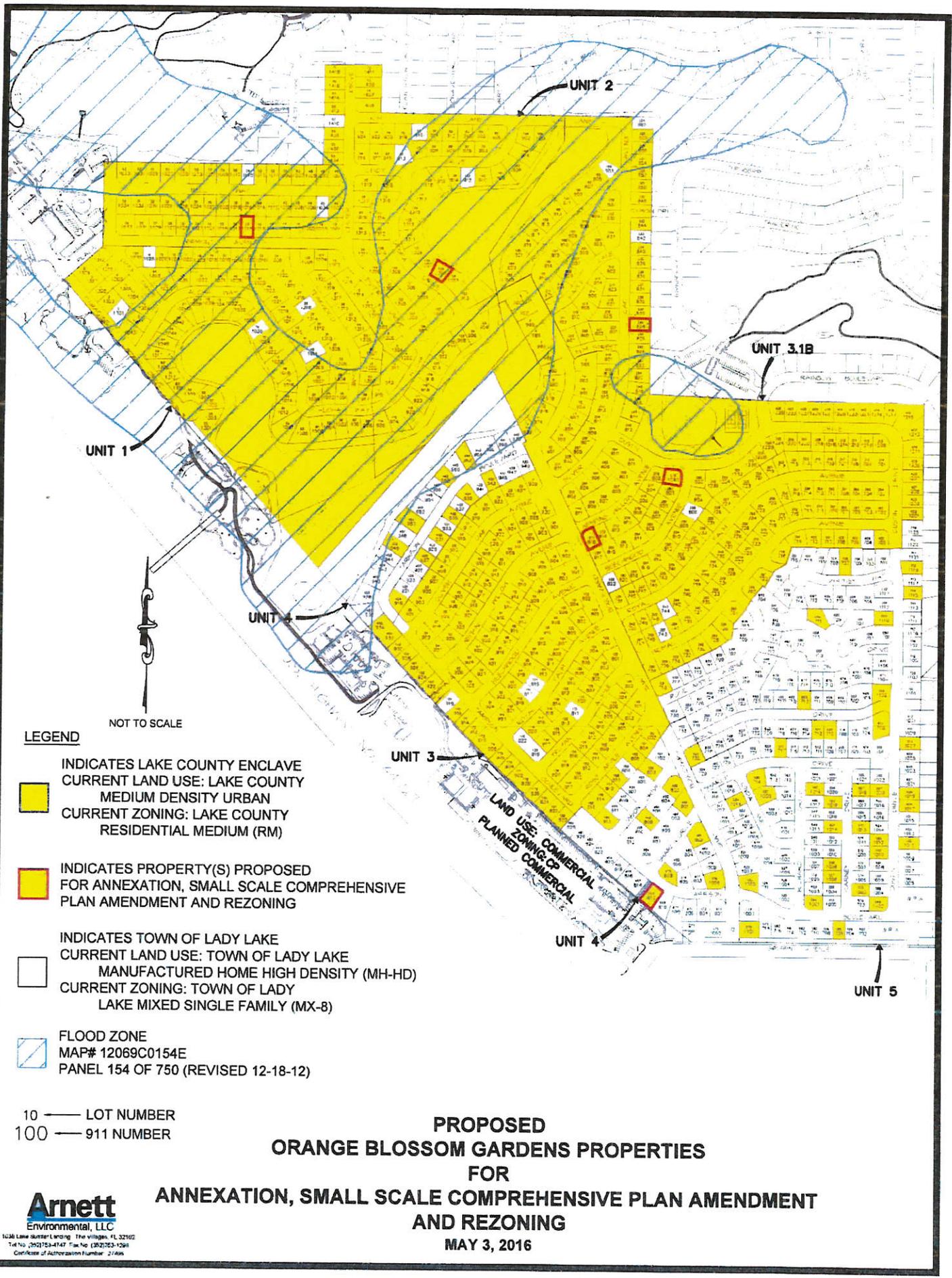
The Villages  
Arnett  
ENVIRONMENTAL, INC.  
1979 Lake Sutherland Blvd., The Villages, FL 32159  
Tel: 352-399-3442 Fax: 352-399-3444  
Columbus 62340000000000000000

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**LEGEND**

- NOT TO SCALE
- INDICATES LAKE COUNTY ENCLAVE  
CURRENT LAND USE: LAKE COUNTY  
MEDIUM DENSITY URBAN  
CURRENT ZONING: LAKE COUNTY  
RESIDENTIAL MEDIUM (RM)
  - INDICATES PROPERTY(S) PROPOSED  
FOR ANNEXATION, SMALL SCALE COMPREHENSIVE  
PLAN AMENDMENT AND REZONING
  - INDICATES TOWN OF LADY LAKE  
CURRENT LAND USE: TOWN OF LADY LAKE  
MANUFACTURED HOME HIGH DENSITY (MH-HD)  
CURRENT ZONING: TOWN OF LADY  
LAKE MIXED SINGLE FAMILY (MX-8)
  - FLOOD ZONE  
MAP# 12069C0154E  
PANEL 154 OF 750 (REVISED 12-18-12)

10 — LOT NUMBER  
100 — 911 NUMBER

**PROPOSED  
ORANGE BLOSSOM GARDENS PROPERTIES  
FOR  
ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT  
AND REZONING**

MAY 3, 2016

**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: Martin L. Dzuro, V.P. of The Villages of Lake-Sumter Inc.  
 Address: 1045 Lake Sumter Landing, The Villages, FL 32162  
 Telephone: (352) 753-6262 E-Mail: marty.dzuro@thevillages.com

3. Owner: The Villages of Lake-Sumter Inc  
 Address: 1020 Lake Sumter Ldg, The Villages, FL 32162  
 Telephone: See above. E-Mail: See above.

4. Property Address: See attached list.

5. Alt. Key #: See attached list. 6. Total Acreage: Approx. 0.88 acres

7. Existing Zoning: RM - Residential Medium 8. Proposed Zoning: MX-8 Mixed SF

9. Existing Land Use: Med. Density Urban 10. Proposed Land Use: MH-HD

11. Residential Lots/Units: 6 lots 12. Non-Resident, Gross Sq. Ft.: \_\_\_\_\_

13. Method of Wastewater Treatment: N/A See attached sheet.  
 a. Septic Tank: \_\_\_\_\_ b. Central Sewer: \_\_\_\_\_ c. Other: \_\_\_\_\_  
 County Permit: \_\_\_\_\_ County #: \_\_\_\_\_

14. Wastewater Flow Rates: \*N/A See attached sheet.  
 ERU Determination Per Chapter 14, Appendix A-A: \_\_\_\_\_ ERUS x 250 = \_\_\_\_\_ GPD

15. Water Usage: \* N/A See attached sheet.  
 ERU Determination Per Chapter 14, Appendix A-A: \_\_\_\_\_ ERUS x 250 = \_\_\_\_\_ GPD

16. Solid Waste: (3.39 pounds per capita, per day): N/A See attached sheet. \_\_\_\_\_ 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):  
N/A See attached sheet.

18. Population (residential only) 1.86 persons per household: N/A See attached sheet. \_\_\_\_\_ Persons

19. Recreation (residential only) 4 acres per 1,000 residents: N/A See attached sheet. \_\_\_\_\_ Acres

Signature of Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

\* 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.

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	PLAT BOOK/PAGE
1	OBG2	20		1015 Vermont Avenue	1672465	20/58-59
2	OBG2	129		1305 Debra Drive	3238575	20/58-59
3	OBG3.1B	240		828 Silver Oak Avenue	2523271	25/33
4	OBG3.1B	271		816 Weeping Willow Avenue	2534672	25/33
5	OBG3.1B	279		1240 Dustin Drive	2800526	25/33
6	OBG4	468		812 Tarrson Blvd.	2701188	26/55-56

Exhibit A

Parcel ID #: 06-18-24-0100-0000-7400

Lot 74, Unit 1, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 18, Page 9, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-19400

Lot 194, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0300-000-11000

Lot 110, Unit 3, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 23, Pages 27 through 29, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0300-000-11100

Lot 111, Unit 3, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 23, Pages 27 through 29, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 06-18-24-0300-000-13100

Lot 131, Unit 3, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 23, Pages 27 through 29, Public Records of Lake County, Florida.

### Concurrency Determination Statement

The proposed Small Scale Comprehensive Plan Amendment is a land use change from Lake County Medium Density Urban to Town of Lady Lake Manufactured Home High Density to accommodate the Annexation of three (3) lots in a historic section of The Villages known as Orange Blossom Gardens, an age restricted retirement community. The Villages is proposing to remove the existing manufactured home on each lot and construct a similar size conventional built home. There will be no increase in services, traffic, population, or recreation use.

#### Impact on Town Services

##### **Potable Water**

- No impact, lots are served by The Village Center Community Development District Central Water System.

##### **Sewer**

- No impact, lots are served by The Village Center Community Development District Central Sewer System.

##### **Schools**

- Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

##### **Transportation**

- No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

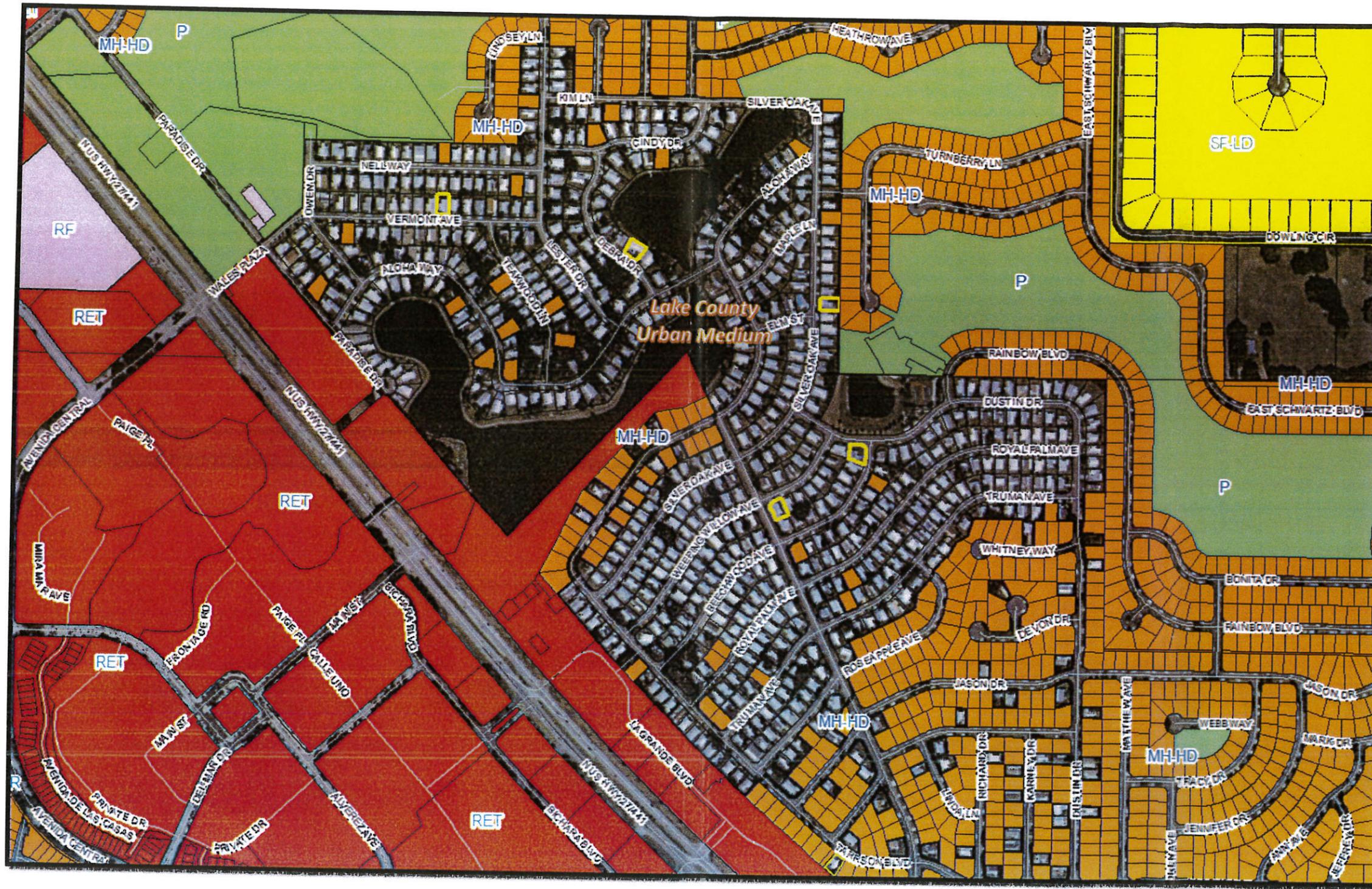
##### **Parks and Recreation**

- The annexation, small scale future land use amendment, and the rezoning applications will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, The Villages provides its residents with all Park and Recreation Amenities.

##### **Stormwater**

- Project will be required to adhere to any applicable SJRWMD guidelines and Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

# FUTURE LAND USE MAP





## PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: June 13, 2016

---

**SUBJECT:** Ordinance 2016-19 —Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for 6 lots consisting of approximately 0.88+/- acres of land, owned by The Villages of Lake-Sumter, Inc. Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, And 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4, within Lake County, Florida.

**DEPARTMENT:** GROWTH MANAGEMENT

---

### STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance No. 2016-19, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 0.88 +/- acres of land from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density to the Town Commission with the recommendation of approval.
2. Motion to forward Ordinance No. 2016-19, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 0.88 +/- acres of land from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density to the Town Commission with the recommendation of denial.

*Staff is in support of Motion Number 1*

---

Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to amend the future land use comprehensive plan for properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2, 3.1B, and 4 from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density. The application involves 0.88 +/- acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed properties are as follows:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive

- 812 Tarrson Boulevard

The Small Scale Future Land Use Map Amendment application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (98) within 150' of the property of the proposed annexation were mailed on Thursday, May 26, 2016. The properties were also posted Tuesday, May 31, 2016.

#### Concurrency Determination Statement

The Villages has removed existing manufactured homes on five (5) lots in a historic section of the Villages known as Orange Blossom Gardens to construct a similar size conventional built home on each lot (the one home on Dustin Drive has yet to be removed). There will be no increase in utility services, traffic, population, or recreation use.

#### Impact on Town Services

##### **Potable Water-**

- No impact, lots are served by the Village Center Community Development District Central Water System.

##### **Sewer -**

- No impact, lots are served by the Village Center Community Development District Central Sewer System.

##### **Schools –**

- Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

##### **Transportation –**

- No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

##### **Parks & Recreation –**

- The small scale future land use amendment will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, the Villages provides its residents with all Park and Recreation Amenities.

**Stormwater –**

- ♦ Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

Applications have been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and the application is ready for transmittal to the Town Commission. Additionally, the applications were reviewed and determined to be in compliance with the directives of the adopted Comprehensive Plan in accordance with the sought designation. A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

The subject properties involve approximately 0.88 ± acres lie in Section 06, Township 18 South, Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

**Future Land Use**

<b>Subject Properties</b>	Lake County Medium Urban Density
<b>Future Land Use of Adjacent Properties</b>	
<b>West</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>East</b>	Lake County – Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>North</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>South</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density

NOTE: 812 Tarrson Boulevard abuts RET (Commercial General - Retail) to the West.

**Comments:**

- 1.) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale Future Land Use Amendment Application.
- 2.) In accordance to the Interlocal Agreement for Building Permits & Inspections Section 2).A), executed on June 23, 2015, if the Villages has applied for annexation, then the Town can issue building permits located within the unincorporated area.

- 3.) Project will be required to adhere to St. John's River Water Management District guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

**Past Actions:**

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-19, and determined the application to be complete and ready for transmittal to the P&Z Board.

**Public Hearings**

The **Local Planning Agency** is scheduled to consider Ordinance 2016-19 on Wednesday, July 6, 2016, at 5:45 p.m.

The **Town Commission** is scheduled to consider Ordinance 2016-19 for first reading on Wednesday July 6, 2016 at 6:00 p.m. The second and final reading will be held on Monday, July 18, 2016 at 6:00 p.m.

---

FISCAL IMPACT: \$ \_\_\_\_\_

Capital Budget

Operating

Other

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ATTACHMENTS:  Ordinance(s)  Resolution  Budget Resolution

Other

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

---

DEPARTMENT HEAD *[Signature]*

Submitted *6/6/16*

Date

*6-6-16* FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER *[Signature]*

Approved Agenda Item for: *6/13/16*

Date

*6/6/16*

---

BOARD ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

*CC: TTHAD - G.M.*

Planning and Zoning Board Meeting  
June 13, 2016

- 1       •—1305 Debra Drive
- 2       •—828 Silver Oak Avenue
- 3       •—816 Weeping Willow Avenue
- 4       •—1240 Dustin Drive
- 5       •—812 Tarrson Boulevard

6  
7 Ms. Then stated the subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake  
8 County, Florida, and the appropriate legal descriptions, a location map, and a sketch of each  
9 property has been included with the submitted application. She stated that all of the lots will be  
10 served by the Village Center Community Development District Central Water and Sewer System,  
11 as well as, the District's Fire Department.

12  
13 In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary  
14 Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake,  
15 Florida, the Town may annex property into the Town which are non-contiguous to the existing  
16 municipal boundary. The proposed properties under this application exist as non-contiguous lots.

17  
18 Ms. Then reported the annexation application was received on Thursday, May 5, 2016, and has been  
19 reviewed and determined to be complete, satisfying the necessary criteria as required for annexation  
20 under statutory requirements. She stated the application was found to meet the requirements of the  
21 Land Development Regulations (LDRs), as well as the adopted Comprehensive Plan, and is ready  
22 for transmittal to the Town Commission.

23  
24 Ms. Then reported the notices to inform the surrounding property owners (98) within 150 feet of the  
25 properties proposed by annexation request were mailed on Thursday, May 26, 2016, and the  
26 properties were posted this same day. She stated there have been no objections to date. The  
27 Technical Review Committee (TRC) members individually reviewed the application for Ordinance  
28 No. 2016-18, and determined the application to be complete and ready for transmittal to the  
29 Planning and Zoning Board. She stated the Town Commission is scheduled to consider Ordinance  
30 No. 2016-18 for first reading on Wednesday, July 6, 2016 at 6:00 p.m., and the second and final  
31 reading will be held on Monday, July 18, 2016 at 6:00 p.m.

32  
33 *Upon a motion by Member Chiasson and a second by Member McKenzie, the Planning and*  
34 *Zoning Board recommended transmittal and approval of Ordinance No. 2016-18 to the Town*  
35 *Commission for consideration by the following roll call vote:*

36  
37 \_\_\_\_\_ MCKENZIE \_\_\_\_\_ YES  
38 \_\_\_\_\_ CHLASSON \_\_\_\_\_ YES  
39 \_\_\_\_\_ SIGURDSON \_\_\_\_\_ YES  
40 \_\_\_\_\_ GAUDER \_\_\_\_\_ YES

41  
42 **3. Ordinance No. 2016-19 - Small Scale Future Land Use Comprehensive Plan Amendment**  
43 **from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density**  
44 **for Six Lots Consisting of Approximately 0.88+/- Acres of Land, Owned by The Villages of**  
45 **Lake-Sumter, Inc. Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672,**  
46 **2800526, & 2701188; Six Lots Which are Located within Orange Blossom Gardens Units 2,**  
47 **3.1b, & 4, within Lake County, Florida.**

48  
49 Town Planner Wendy Then presented the background summary for this agenda item (on file in the  
50 Clerk's Office). She stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake-

1 Sumter, Inc., has filed applications to amend the future land use comprehensive plan for properties  
2 consisting of six lots located north of Griffin Avenue and northeast of North Highway 27/441  
3 within the Orange Blossom Garden Subdivisions Units 2, 3.1B, and 4 from Lake County Medium  
4 Urban Density to Lady Lake Manufactured Home High Density. The application involves 0.88 +/-  
5 acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed  
6 properties are as follows:

- 7
- 8 • 1015 Vermont Avenue
  - 9 • 1305 Debra Drive
  - 10 • 828 Silver Oak Avenue
  - 11 • 816 Weeping Willow Avenue
  - 12 • 1240 Dustin Drive
  - 13 • 812 Tarrson Boulevard
- 14

15 Ms. Then stated the Small Scale Future Land Use Map Amendment application was received on  
16 Thursday, May 5, 2016, and has been reviewed and determined to be complete, satisfying the  
17 necessary criteria as required to meet the requirements of the Land Development Regulations  
18 (LDRs), as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town  
19 Commission. She stated that notices to inform the surrounding property owners (98) within 150' of  
20 the property of the proposed annexation were mailed on Thursday, May 26, 2016, and the properties  
21 were posted on Tuesday, May 31, 2016. There have been no objections or letters of support.

22

23 **Concurrency Determination Statement** – Ms. Then reported The Villages has removed existing  
24 manufactured homes on five lots in a historic section of The Villages known as Orange Blossom  
25 Gardens to construct a similar size conventional built home on each lot (the one home on Dustin  
26 Drive has yet to be removed). There will be no increase in utility services, traffic, population, or  
27 recreation use.

28

29 **Impact on Town Services:**

30

31 **Potable Water** - No impact, lots are served by the Village Center Community Development  
32 District Central Water System.

33

34 **Sewer** - No impact, lots are served by the Village Center Community Development District Central  
35 Sewer System.

36

37 **Schools** - Not factored for project – no foreseen impact of students as the project is located within  
38 an active adult retirement community.

39

40 **Transportation** – No impact, the existing home will be replaced with a new home. There will be  
41 no change in average daily trip generation.

42

43 **Parks & Recreation** – The small scale future land use amendment will not cause Parks and  
44 Recreation Level of Service to be exceeded since the project is for the replacement of existing  
45 homes. Additionally, the Villages provides its residents with all Park and Recreation Amenities.

46

47 **Stormwater** – Project will be required to adhere to SJRWMD guidelines and of Town of Lady  
48 Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

1 Ms. Then stated the applications have been reviewed and determined to be complete. The applicant  
2 has submitted all appropriate material in compliance with the Land Development Regulations  
3 (LDRs), and the application is ready for transmittal to the Town Commission. Additionally, the  
4 applications were reviewed and determined to be in compliance with the directives of the adopted  
5 Comprehensive Plan in accordance with the sought designation. A Concurrency Determination  
6 Statement has also been included as part of the Small Scale Comprehensive Plan Amendment  
7 Application, which the applicant submitted to explain expected impacts on Town Services.

8  
9 The subject properties involve approximately 0.88 ± acres lie in Section 06, Township 18 South,  
10 Range 24 East, in Lake County, Florida. The Future Land Use of the adjacent properties is as  
11 follows:

12 **Future Land Use**

<b>Subject Properties</b>	Lake County Medium Urban Density
<b>Future Land Use of Adjacent Properties</b>	
<b>West</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>East</b>	Lake County – Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>North</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density
<b>South</b>	Lake County Medium Urban Density/ Lady Lake Manufactured Home High Density

13  
14 It was noted that 812 Tarrson Boulevard abuts RET (Commercial General - Retail) to the west.

15  
16 Comments:

- 17  
18 1) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale  
19 Future Land Use Amendment Application.  
20  
21 2) In accordance to the Interlocal Agreement for Building Permits and Inspections Section 2). A).,  
22 executed on June 23, 2015, if the Villages has applied for annexation, then the Town can issue  
23 building permits located within the unincorporated area.  
24  
25 3) Project will be required to adhere to St. John's River Water Management District guidelines and  
26 the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood  
27 Hazard Areas.  
28

29 The Technical Review Committee (TRC) members individually reviewed application for Ordinance  
30 No. 2016-19, and determined the application to be complete and ready for transmittal to the  
31 Planning and Zoning Board. The Local Planning Agency is scheduled to consider Ordinance No.  
32 2016-19 on Wednesday, July 6, 2016, at 5:45 p.m. The Town Commission is scheduled to consider  
33 Ordinance No. 2016-19 for first reading on Wednesday July 6, 2016 at 6:00 p.m. The second and  
34 final reading will be held on Monday, July 18, 2016 at 6:00 p.m.  
35

36 *Upon a motion by Member McKenzie and a second by Member Chiasson, the Planning and*  
37 *Zoning Board recommended transmittal and approval of Ordinance No. 2016-19 to the Town*  
38 *Commission for consideration by the following roll call vote:*

39  
40 MCKENZIE

YES

*CHLIASSON* YES  
*SIGURDSON* YES  
*GAUDER* YES

**4. Ordinance No. 2016-20 - Rezoning of Property Being 0.88 +/- Acres of Land Owned By The Villages of Lake Sumter, Inc. from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8), Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188; Six Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida.**

Town Planner Wendy Then presented the background summary for this agenda item (on file in the Clerk's Office). She stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake Sumter, Inc., has filed an application to rezone properties consisting of six lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B, and 4. The application involves rezoning 0.88 +/- acres of property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8). The MX-8 designation is consistent with the other lots in the Villages which are presently in the Town of Lady Lake's jurisdiction. The proposed properties are as follows:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The Rezoning application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission. Notices to inform the surrounding property owners (98) within 150' of the property of the proposed annexation were mailed on Thursday, May 26, 2016, and were also posted Tuesday, May 31, 2016.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

**Zoning**

Subject Property	Lake County Residential Medium (RM)
<b>Zoning of Adjacent Properties</b>	
<b>West</b>	Lake County Residential Medium (RM)/ Lady Lake Mixed Residential Medium Density (MX-8)
<b>East</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>North</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>South</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)



**J-6**

## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

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**SUBJECT:** Ordinance 2016-20 - Rezoning of Property Being 0.88 +/- Acres of Land Owned by the Villages of Lake-Sumter, Inc. from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8), Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida.

**DEPARTMENT:** GROWTH MANAGEMENT

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### STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-20, Rezoning 0.88 ± Acres of Property consisting of 6 lots – Located within Orange Blossom Gardens Units 2, 3.1B, and 4 within Lake County, Florida – Requesting to Change from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8).

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Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc, has filed an application to rezone properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B, and 4. The application involves rezoning 0.88 +/- acres of property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8). The MX-8 designation is consistent with the other lots in the Villages which are presently in the Town of Lady Lake's jurisdiction. The proposed properties are as follows:

- 1015 Vermont Avenue
- 1305 Debra Drive
- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The Rezoning application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Notices to inform the surrounding property owners (98) within 150' of the property of the proposed annexation were mailed on Thursday, May 26, 2016. The properties were also posted Tuesday, May 31, 2016.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

### Zoning

<b>Subject Property</b>	Lake County Residential Medium (RM)
<b>Zoning of Adjacent Properties</b>	
<b>West</b>	Lake County Residential Medium (RM)/ Lady Lake Mixed Residential Medium Density (MX-8)
<b>East</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>North</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>South</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)

NOTE: 812 Tarrson Boulevard abuts CP (Planned Commercial) to the west.

#### Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-20, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the June 13, 2016 meeting, the **Planning and Zoning Board** voted 4-0 for approval of Ordinance 2016-20.

#### Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2016-20 for second and final reading on Monday, July 18, 2016 at 6:00 p.m.

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FISCAL IMPACT: \$ \_\_\_\_\_

Capital Budget

Operating

Other

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ATTACHMENTS:  Ordinance(s)  Resolution  Budget Resolution

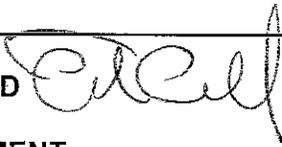
Other

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

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WB

6/27/16

DEPARTMENT HEAD 

Submitted

6/22/16

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER 

Approved Agenda Item for:

7/6/16

Date

6/27/16

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BOARD ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

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**ORDINANCE NO. 2016-20**

**AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY BEING 0.88 ± ACRES OF LAND OWNED BY THE VILLAGES OF LAKE-SUMTER, INC.; REFERENCED BY ALTERNATE KEYS 1672465, 3238575, 2523271, 2534672, 2800526, AND 2701188, SIX (6) LOTS, WHICH ARE LOCATED WITHIN ORANGE BLOSSOM GARDENS UNIT 2, 3.1B, AND 4 WITHIN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY FROM LAKE COUNTY RESIDENTIAL MEDIUM (RM) TO LADY LAKE MIXED RESIDENTIAL MEDIUM DENSITY (MX-8); 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**, the Town Commission of the Town of Lady Lake held a public hearing to consider a proposed amendment to the Official Zoning Map and determined that said amendment as proposed is consistent with the Town of Lady Lake Comprehensive Plan and meets the requirements of the Town of Lady Lake Land Development Regulations.

**THEREFORE, BE IT ORDAINED** and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida:

**Section 1.** Based upon the petition of certain landowners of property, which is located in Lake County, Florida, and described in Exhibit "A" hereto, a request has been made that the property be zoned "Lady Lake Mixed Residential Medium Density" (MX-8). Said petition has been approved by the Town Commission of the Town of Lady Lake in accordance with the Town of Lady Lake Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter of the Town of Lady Lake, and the Florida Statutes. The property described in Exhibit "A" hereto is hereby rezoned from "Lake County Residential Medium" (RM) to Lady Lake "Mixed Residential Medium Density" (MX-8).

1 **Section 2. Severability.** The provisions of this Ordinance are declared to be separable and if  
2 any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be  
3 invalid or unconstitutional, such decision shall not effect the validity of the remaining sections,  
4 sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the  
5 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.  
6

7 **Section 3. Effective Date.** This Ordinance shall become effective immediately upon its  
8 passage by the Town Commission, except as limited by the provisions of Section 171.06, Florida  
9 Statutes, as said provisions pertain to newly annexed property and the final adoption of a  
10 Comprehensive Plan Amendment by the Town Commission.  
11

12 **PASSED AND ORDAINED** this **18th** day of **July, 2016**, in the regular session of the  
13 Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final  
14 Reading.  
15

16 **TOWN OF LADY LAKE, FLORIDA**  
17  
18  
19

20 \_\_\_\_\_  
Ruth Kussard, Mayor  
21

22 ATTEST:  
23  
24

25 \_\_\_\_\_  
26 Kristen Kollgaard, Town Clerk  
27  
28

29 APPROVED AS TO FORM:  
30  
31

32 \_\_\_\_\_  
33 Derek Schroth, Town Attorney  
34

**EXHIBIT "A"**  
**Legal Descriptions and Map**

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Parcel ID #: 06-18-24-0200-0000-2000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000

Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100

Lot 271, Unit 3-1 B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

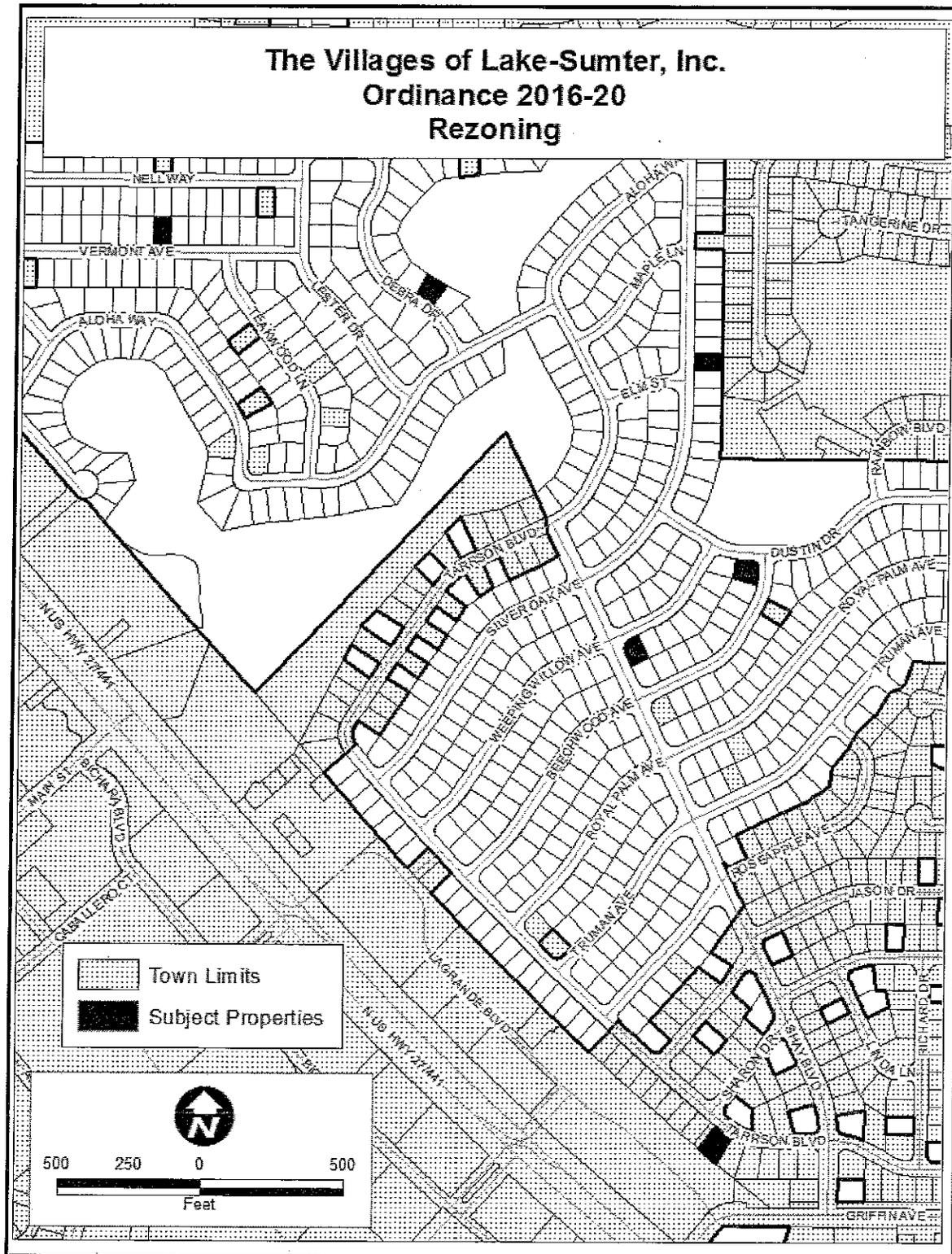
Parcel ID #: 06-18-24-0350-000-27900

Lot 279, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 06-18-24-0375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 and 56, Public Records of Lake County, Florida.





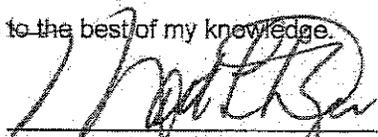
13. Has any land use application been file within last year in connection with this property?  
     Yes   X   No. If yes, briefly describe the nature of the request and the date when it was done:

14. Attach a list of the owner's names and mailing addresses for all property lying within a one hundred fifty (150) foot radius surrounding the property legally described in this application.

Applications shall include a legal description of the property, sketch or survey of the property, Proof of ownership and authorization from if represented by an agent or contract purchaser. If the rezoning request is not consistent with the Future Land Use classification, a Comprehensive Plan Amendment must be approved prior to the rezoning.

Rezoning Fees:  
Rezoning (except PUD, PFD, CP)  
PUD  
PFD/CP  
Substantial Alterations (PUDS)                      Fees Paid: \_\_\_\_\_

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

  
\_\_\_\_\_  
Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FIFTY (50) 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.

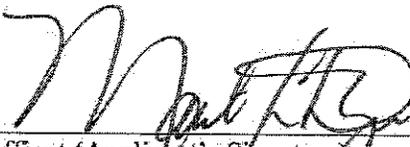
Office Use:  
Date Application Received: 5/5/06                      Received by: T. Coarrell  
Fees Paid: \$2500.00

**APPLICANT'S AFFIDAVIT**

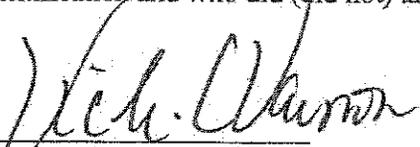
**STATE OF FLORIDA  
COUNTY OF LAKE**

Before me, the undersigned authority personally appeared Martin L. Dzuro, V.P., who being by me first duly sworn on oath, deposes and says: The Villages of Lake-Sumter Inc.

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/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 the submittal requirements for the application have been completed and attached hereto as part of this application.
- (3) That the applicant desires Rezoning to the MX-8 zoning classification to allow:  
Mixed Single Family
- (4) That the sign cards will be posted at least seven (7) days prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

  
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 5th day of May, 2016, 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

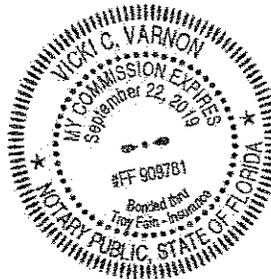


Exhibit A

Parcel ID #: 06-18-24-0200-0000-2000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 and 59, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-24000

Lot 240, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27100

Lot 271, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0350-000-27900

Lot 279, Unit 3-1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, Florida.

Parcel ID #: 06-18-24-0375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 and 56, Public Records of Lake County, Florida.

ExN \_\_\_\_\_  
Rec \_\_\_\_\_  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08371

RETURN

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 26th day of February, 2016 between Charles Fisler and Barbara Fisler, husband and wife, individually and as Trustees of the Charles F. Fisler Revocable Living Trust under Agreement dated October 27, 2010, whose post office address is 471 Gaskin Lane, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-02000

Lot 20, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02614562G thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Sean Marie Nickell  
Witness Name: Sean Marie Nickell

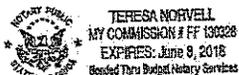
Charles Fisler  
Charles Fisler, Individually and as Trustee of  
the Charles F. Fisler Revocable Living Trust  
under Agreement dated October 27, 2010

Barbara Fisler  
Barbara Fisler, Individually and as Trustee of  
the Charles F. Fisler Revocable Living Trust  
under Agreement dated October 27, 2010

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 26th day of February, 2016, by Charles Fisler and Barbara Fisler, husband and wife, individually and as Trustees of the Charles F. Fisler Revocable Living Trust under Agreement dated October 27, 2010, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]



Teresa Norvell  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08614

Doc # \_\_\_\_\_  
Int # \_\_\_\_\_  
Total # \_\_\_\_\_

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 1st day of April, 2016 between William H. Miller, III, a single man, individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010, whose post office address is 1801 Calvert Street NW, Apt 505, Washington, DC 20009, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-12900

Lot 129, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1990 HOME Manufactured Home, ID# HCFL11341A & # HCFL11341B, Florida Title 48458401 & 48429184 bearing Real Property Decals # R386334 & # R386335 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jennifer Swartz

Witness Name: LEONARD L. PISANO

William H. Miller III  
William H. Miller, III, Individually and as Trustee of the  
William H. Miller Trust under Agreement dated March  
8, 2010

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 1st day of April, 2016 by William H. Miller, III, a single man, Individually and as Trustee of the William H. Miller Trust under Agreement dated March 8, 2010, who I am personally

87000

Prepared by and Return to:  
Gary Fuchs/In  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08503

Encl 10  
Rec 10  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 10th day of March, 2016 between Robert G. Riendeau and Joyce J. Riendeau, husband and wife, whose post office address is 17706 SE 89th Keating Terrace, The Villages, FL 32162, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-24000

Lot 240, Unit 3, 1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 10L12984 thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

Robert G. Riendeau  
Robert G. Riendeau

Jeanmarie Nichol  
Witness Name: Jeanmarie Nichol

Joyce J. Riendeau  
Joyce J. Riendeau

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 10th day of March, 2016, by Robert G. Riendeau and Joyce J. Riendeau, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

Teresa Norvell  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



INSTRUMENT#: 2016029935 OR BK 4756 PG 1775 PAGES: 1 3/24/2016 9:31:14 AM  
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT  
REC FEES: \$10.00 DEED DOC:\$385.00

RET

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08548

DATE  
Rec 10  
Doc \_\_\_\_\_  
int \_\_\_\_\_  
fund \_\_\_\_\_

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## Warranty Deed

This Warranty Deed made this 15th day of March, 2016 between Donald A. Jones and Christine C. Jones, husband and wife, whose post office address is 515 Tarrson Blvd, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27100

Lot 271, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

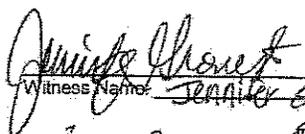
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

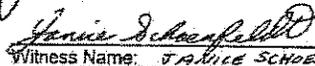
TO HAVE AND TO HOLD, the same in fee simple forever.

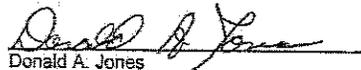
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: JENNIFER GROVESTEE

  
Witness Name: JANICE SCHENFELDT

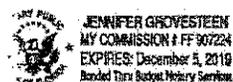
  
Donald A. Jones

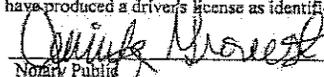
  
Christine C. Jones

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 15th day of March, 2016 by Donald A. Jones and Christine C. Jones, husband and wife, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Jennifer Grovesteen

My Commission Expires: 12/5/19

Prepared by and return to:  
Gary Fuchs/jg  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08431

Exp           
Rec           
Doc           
Int           
Total         

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## Warranty Deed

This Warranty Deed made this 15th day of April, 2016 between Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, whose post office address is 1240 Dustin Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-27900

Lot 279, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Pages 33 through 35, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02630147 AR & BR thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groveske  
Witness Name: Jennifer Groveske

Briette Fleetwood  
Witness Name: Briette Fleetwood

Agnes P. Poynton  
Agnes P. Poynton, Individually and as Trustee of the  
Agnes P. Poynton Trust

State of Florida  
County of Lake

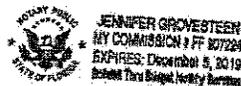
The foregoing instrument was acknowledged before me this 15th day of April, 2016 by Agnes P. Poynton, a single woman, individually and as Trustee of the Agnes P. Poynton Trust, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Jennifer Groveske  
Notary Public

Printed Name: Jennifer Groveske

My Commission Expires: 12/31/19



7.000 

Prepared by and return to:  
Gary Fuchs/tn  
Attorney at Law  
McLin Burnsed  
1028 Lake Sumter Landing  
The Villages, FL 32162  
File No.: P08421

Exp \_\_\_\_\_  
Rec 10 \_\_\_\_\_  
Doc \_\_\_\_\_  
Int \_\_\_\_\_  
Total \_\_\_\_\_

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## Warranty Deed

This Warranty Deed made this 4th day of March, 2016 between Randall B. Pritchard, a married man, whose post office address is 205 Canova Drive, New Smyrna Beach, FL 32169, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240375-000-46800

Lot 468, Unit 4, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 26, Pages 55 through 56, Public Records of Lake County, Florida.

Together with a 1984 GEORGIE Manufactured Home, ID# N12082A & # N12082B, Florida Title 40387852 & 40342651 bearing Real Property Decals # R225094 & # R225095 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Teresa Norvell  
Witness Name: Teresa Norvell

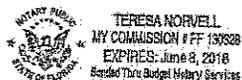
Randall B. Pritchard  
Randall B. Pritchard

Donna J. Fenster  
Witness Name: DONNA J. FENSTER

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 4th day of March, 2016, by Randall B. Pritchard, a married man, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

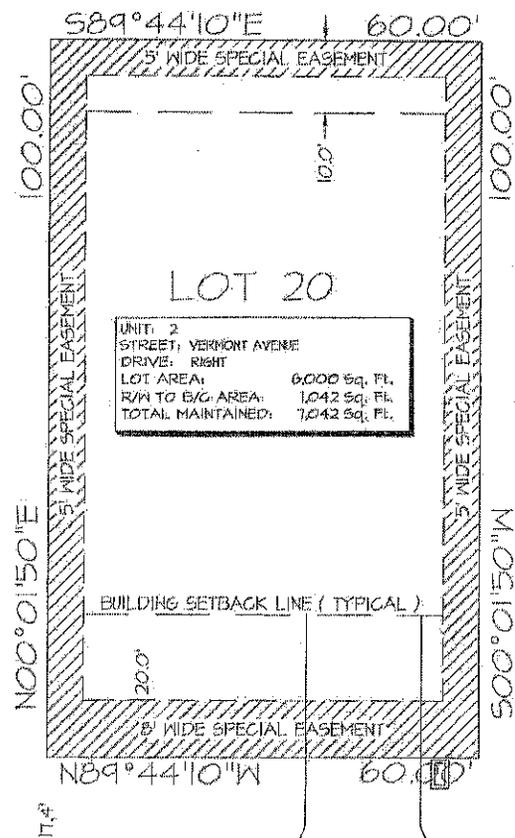


Teresa Norvell

Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



SCALE: 1/16"=1'



VERMONT AVENUE

LEGEND	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES FLAT
	CABLE T.V. PEDESTAL / 1" OR 1 1/2" ROUND
	TELEPHONE PEDESTAL / 4" OR 12" ROUND
	ELECTRIC PEDESTAL / 20"X20" PAD
	ELECTRIC TRANSFORMER / 3'X3' PAD
	ELECTRIC FEND THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"X20"X14"
	TRUNK AMP PEDESTAL / 17"X20"X14"
	SWITCH GEAR / 7' X 7'
	POWER SUPPLY / 20"X20"X30"
	BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT-OF-WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC, LIGHT, GAS, SANITARY, SEWER, STORM DRAINAGE, WATER LINES, CABLEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE. THESE THIRD PARTY UTILITY PROVIDERS UTILIZE EACH EASEMENT AREA COVENANT AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE GRADING AND LANDSCAPE BEING DISTURBED PURSUANT TO ANY UTILIZATION OF SUCH EASEMENTS. HOWEVER, THESE UTILITY PROVIDERS MAY USE ABOVE GROUND JUNCTION BOXES, PEDESTALS, SPACE BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

THIS IS NOT A SURVEY.  
 THIS SKETCH IS INTENDED TO SHOW PERTINENT INFORMATION FOR THE SUBJECT LOT AS SHOWN HEREON.  
 THE INFORMATION SHOWN HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT, FIELD MEASUREMENTS AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES (UTILITY LOCATIONS ARE SUBJECT TO CHANGE).  
 THE VILLAGES OF LAKE-SOMER, INC., ORANGE BLOSSOM GARDENS, ARNETT ENVIRONMENTAL, AND/OR ANY AFFILIATES THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.

CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

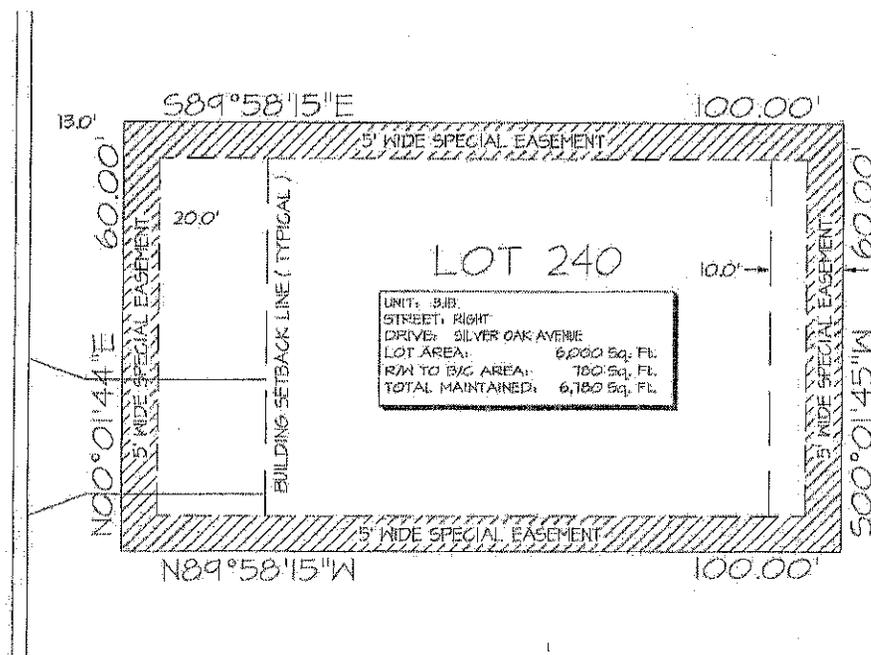
The Villages  
 Arnett  
 Environmental, LLC  
 1001 Lakeside Dr., The Villages, FL 32159  
 Tel: 352-399-1111 Fax: 352-399-1112  
 Central@ArnettEnvironmental.com





SCALE: 1/16"=1'

SILVER OAK AVENUE



LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATED FLAT
	INDICATED MEASURED
	GABLE TV PEDESTAL / 1" OR 1/2" ROUND
	TELEPHONE PEDESTAL / 4" OR 1/2" ROUND
	ELECTRIC PEDESTAL / 20"X30" PAD
	ELECTRIC TRANSFORMER / 30X30 PAD
	ELECTRIC FEED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER SILET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"X30"X14"
	TRUNK-AMP PEDESTAL / 17"X30"X14"
	SWITCH GEAR / 7' X 7'
	POWER SUPPLY / 20"X30"X30"
	BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT-OF-WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY, SEWER, STORM DRAINAGE, WATER LINES, CABLEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES ON THE LOT. THESE THIRD PARTY UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR MAINTAINING THE GRADING AND LANDSCAPE BEING DISTURBED PURSUANT TO ANY UTILIZATION OF SUCH EASEMENT. HOWEVER, THESE UTILITY PROVIDERS MAY USE ABOVE GRAUND JUNCTION BOXES, PEDESTALS, SERVICE BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT-OF-WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE (GROUND) ITEMS IN THE FUTURE.

THIS IS NOT A SURVEY

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CUSTOMER SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

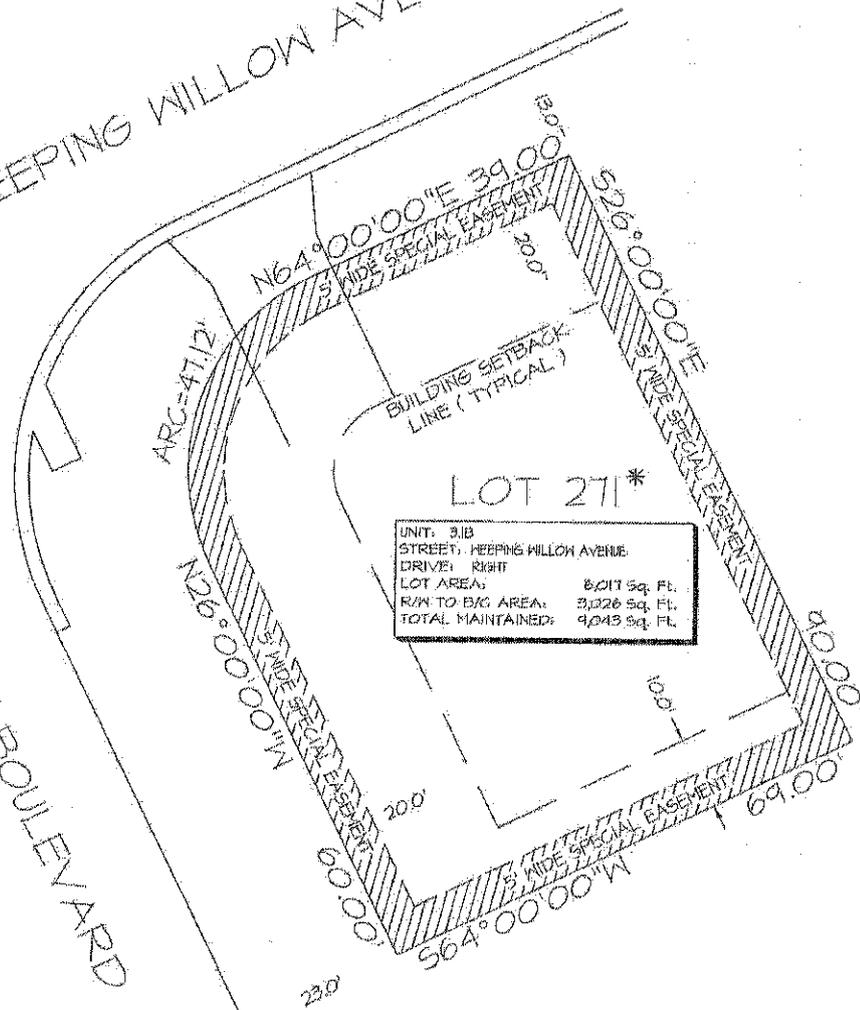
The Villages  
Arnett  
Environmental, LLC  
10000 Lake Sunter Way, Suite 1000, Orlando, FL 32819  
407-261-1111  
www.arnettenv.com



SCALE: 1/16"=1'

WEEPING WILLOW AVENUE

SHAY BOULEVARD



LOT 271\*

UNIT:	318
STREET:	WEEPING WILLOW AVENUE
DRIVE:	RIGHT
LOT AREA:	8,017 Sq. Ft.
R/W TO BAG AREA:	3,026 Sq. Ft.
TOTAL MAINTAINED:	9,043 Sq. Ft.

LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES PLAT
	INDICATES MEASURED
	CABLE TV PEDESTAL / 7" OR 8" ROUND
	ELECTRIC PEDESTAL / 20"X20" PAD
	ELECTRIC TRANSFORMER / 30"X30" PAD
	ELECTRIC FUSED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12"X30"X30"
	TRUCK-AMP PEDESTAL / 17"X30"X34"
	SKETCH GEAR / 7" X 7"
	POWER SUPPLY / 20"X20"X36"
	BOARD / STOCKADE / PVC FENCE

NOTES: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY, SEWER, STORM DRAINAGE, WATER LINES, GAS/LANDFILL, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE. THESE THIRD PARTY UTILITY PROVIDERS, UTILIZING SUCH EASEMENT AREA COORDINATE, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. ALL UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE GROUNDS AND LANDSCAPE BEING DISTURBED PURSUANT TO ANY UTILIZATION OF SUCH EASEMENTS. HOWEVER, THESE UTILITY PROVIDERS MAY USE ABOVE GROUND JUNCTION BOXES, PEDESTALS, SERVICE BOXES AND ETC. FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND HDPS IN THE FUTURE.

\* SPECIAL FLOOR PLAN HOME-SITE

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THE VILLAGES OF LACE-EMERSON, INC., ORANGE BUSINESS EASEMENTS, ARNETT ENVIRONMENTAL AND/OR ANY AFFILIATES THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.

The Villages  
Arnett  
Environmental, LLC

CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

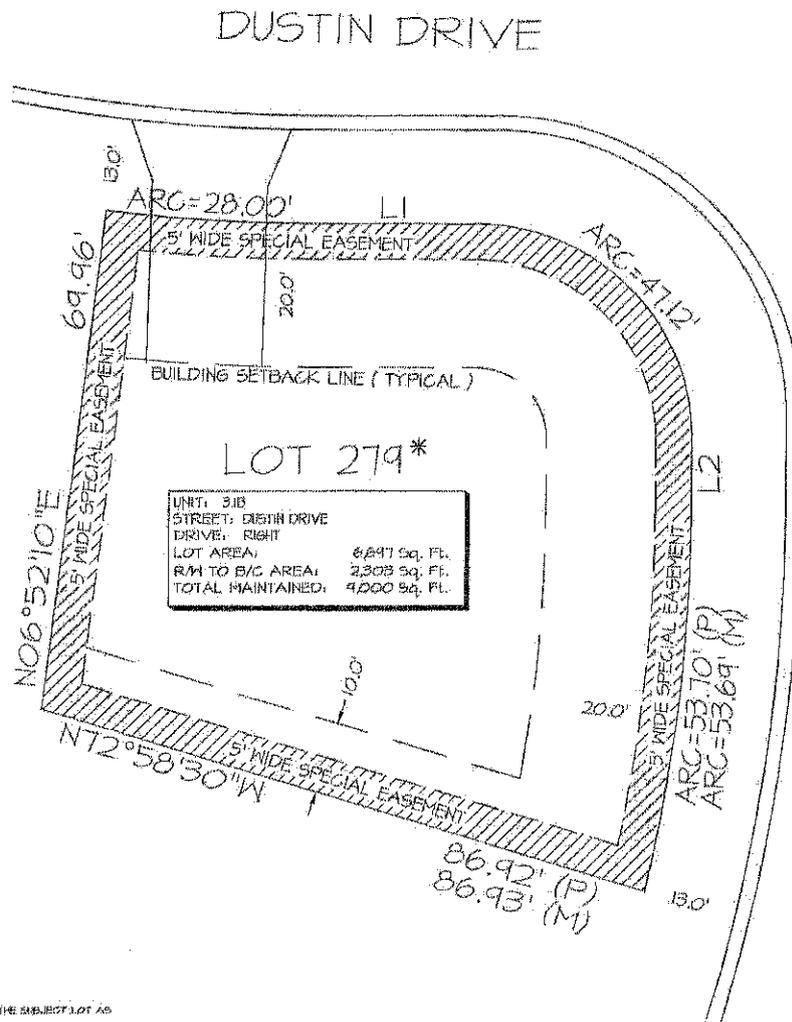
CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

100 Village Street, Orange, FL 32827  
Phone: (407) 885-5000 Fax: (407) 885-5000  
Customer Service Hours: 9:00am - 5:00pm



SCALE: 1/16"=1'



L1=N90°00'00\"E, 22.89'  
L2=S00°00'00\"E, 10.00'

BEECHWOOD AVENUE

LEGEND:	
	WATER METER
	IRRIGATION METER
	STREET LIGHT
	INDICATES MEASURED
	CABLE TV PEDESTAL / 1\" OR 1.5\" ROUND
	TELEPHONE PEDESTAL / 4\" OR 12\" ROUND
	ELECTRIC PEDESTAL / 20\"X20\" PAD
	ELECTRIC TRANSFORMER / 30\"X30\" PAD
	ELECTRIC FEED THROUGH CABINET
	UTILITY VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM INLET
	VALLEY GUTTER INLET
	CATCH BASIN
	MANHOLE
	LINE EXTENDER PEDESTAL / 12\"X30\"X4\"
	TRAFFIC AMP PEDESTAL / 17\"X30\"X4\"
	SWITCH GEAR / 7\"X7\"
	POWER SUPPLY / 20\"X20\"X50\"
	BOARD / STOCKADE / PVC FENCE

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\* SPECIAL FLOOR PLAN HOME SITE

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THE VILLAGES OF LASS-CENTER, INC. ORANGE BLOSSOM GARDENS, ARNETT ENVIRONMENTAL AND/OR ANY APPLICABLE THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.

The Villages  
Orlando  
Arnett  
Environmental, LLC

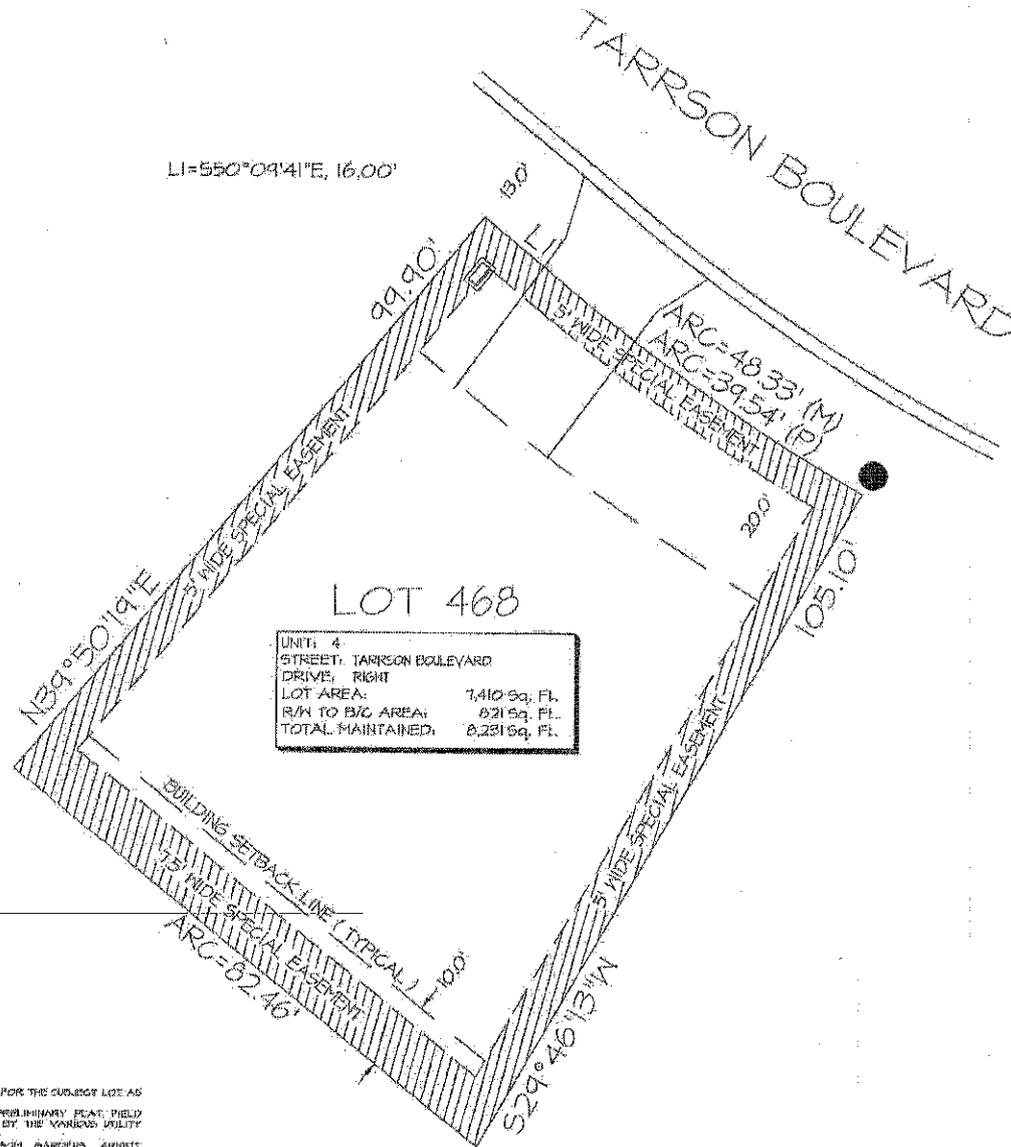
CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ARNETT ENVIRONMENTAL, LLC  
10001 W. UNIVERSITY AVENUE, SUITE 1000  
ORLANDO, FLORIDA 32817  
TEL: 407.224.1111 FAX: 407.224.1112  
WWW.ARNETTENVIRONMENTAL.COM



SCALE: 1/16"=1'

LI=550°09'41"E, 16.00'



UNIT 4	
STREET: TARRSON BOULEVARD	
DRIVE: RIGHT	
LOT AREA:	1,410 Sq. Ft.
R/W TO B/C AREA:	821 Sq. Ft.
TOTAL MAINTAINED:	8,231 Sq. Ft.

- LEGEND 1**
- WATER METER
  - IRRIGATION METER
  - STREET LIGHT
  - (P) INDICATES PLAT
  - (M) INDICATES MEASURED
  - CABLE T.V. PEDESTAL / 4" OR 12" ROUND
  - TELEPHONE PEDESTAL / 4" OR 12" ROUND
  - ELECTRIC PEDESTAL / 20"x20" PAD
  - ELECTRIC TRANSFORMER / 8'x8' PAD
  - ELECTRIC FEED THROUGH CABINET
  - UTILITY VAULT
  - WATER VALVE
  - FIRE HYDRANT
  - STORM INLET
  - VALLEY BUTTER INLET
  - CATCH BASIN
  - MANHOLE
  - △ LINE EXTENDER PEDESTAL / 12"x30"x14"
  - △ TRUNK-AMP PEDESTAL / 11"x30"x14"
  - △ SWITCH GEAR / 7' x 7'
  - POWER SUPPLY / 20"x28"x56"
  - BOARD / STOCKADE / PVC FENCE

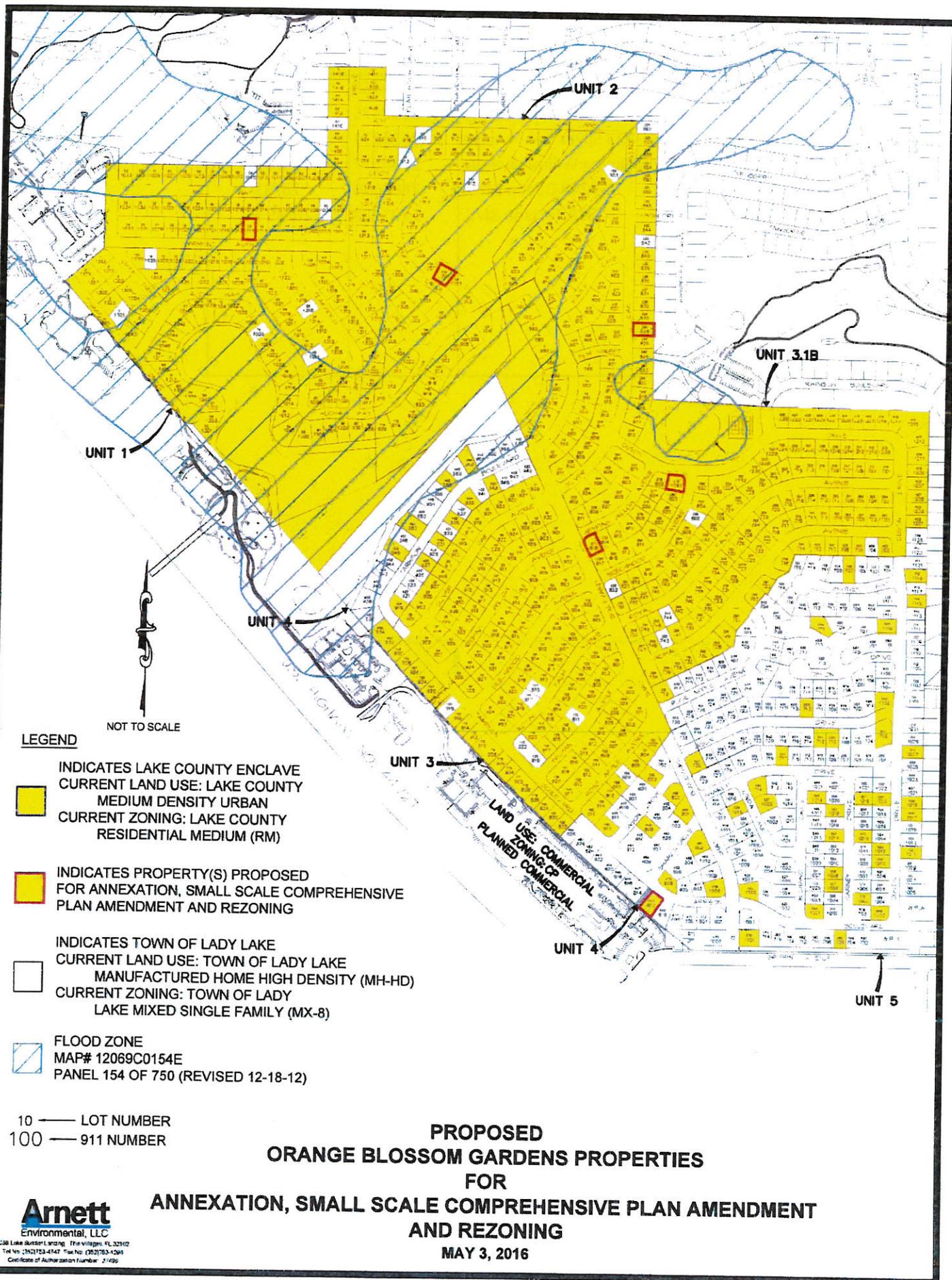
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**The Villages**  
 by  
**Arnett**  
 ENVIRONMENTAL & LANDSCAPE ARCHITECTS, P.C.  
 4300 Lake Park Center, Orlando, FL 32837  
 Tel No. 407.222.4444 / Fax No. 407.222.4444  
 02/10/2010 10:00 AM

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	PLAT BOOK/PAGE
1	OBG2	20		1015 Vermont Avenue	1672465	20/58-59
2	OBG2	129		1305 Debra Drive	3238575	20/58-59
3	OBG3.1B	240		828 Silver Oak Avenue	2523271	25/33
4	OBG3.1B	271		816 Weeping Willow Avenue	2534672	25/33
5	OBG3.1B	279		1240 Dustin Drive	2800526	25/33
6	OBG4	468		812 Tarrson Blvd.	2701188	26/55-56





## PLANNING AND ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: June 13, 2016

---

**SUBJECT:** Ordinance 2016-20 - Rezoning of Property Being 0.88 +/- Acres of Land Owned by the Villages of Lake-Sumter, Inc. from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8), Referenced by Alternate Keys 1672465, 3238575, 2523271, 2534672, 2800526, and 2701188; Six (6) Lots Which Are Located Within Orange Blossom Gardens Units 2, 3.1b, And 4 Within Lake County, Florida.

**DEPARTMENT:** GROWTH MANAGEMENT

---

### STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance No. 2016-20, Rezoning 0.88 ± Acres of Property consisting of 6 lots – Located within Orange Blossom Gardens Units 2, 3.1B, and 4 within Lake County, Florida – Requesting to Change from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) to the Town Commission with the recommendation of approval.
2. Motion to forward Ordinance No. 2016-20, rezoning 0.88 ± Acres of Property consisting of 6 lots – Located within Orange Blossom Gardens Units 2, 3.1B, and 4 within Lake County, Florida – Requesting to Change from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) to the Town Commission with the recommendation of denial.

*Staff is in support of Motion Number 1*

---

Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc, has filed an application to rezone properties consisting of 6 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Gardens Subdivisions Units 2, 3.1B, and 4. The application involves rezoning 0.88 +/- acres of property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8). The MX-8 designation is consistent with the other lots in the Villages which are presently in the Town of Lady Lake's jurisdiction. The proposed properties are as follows:

- 1015 Vermont Avenue
- 1305 Debra Drive

- 828 Silver Oak Avenue
- 816 Weeping Willow Avenue
- 1240 Dustin Drive
- 812 Tarrson Boulevard

The Rezoning application was received on Thursday, May 5, 2016, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (98) within 150' of the property of the proposed annexation were mailed on Thursday, May 26, 2016. The properties were also posted Tuesday, May 31, 2016.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

#### Zoning

<b>Subject Property</b>	Lake County Residential Medium (RM)
<b>Zoning of Adjacent Properties</b>	
<b>West</b>	Lake County Residential Medium (RM)/ Lady Lake Mixed Residential Medium Density (MX-8)
<b>East</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>North</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)
<b>South</b>	Lake County Residential Medium (RM) Lady Lake Mixed Residential Medium Density (MX-8)

NOTE: 812 Tarrson Boulevard abuts CP (Planned Commercial to the west)

#### Past Actions:

The Technical Review Committee (TRC) members individually reviewed application for Ordinance 2016-20, and determined the application to be complete and ready for transmittal to the P&Z Board.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2016-20 for first reading on Wednesday, July 6, 2016 at 6:00 p.m. The second and final reading will be held on Monday, July 18, 2016 at 6:00 p.m.

---

FISCAL IMPACT: \$ \_\_\_\_\_

Capital Budget       Operating       Other

---

ATTACHMENTS:     Ordinance(s)     Resolution     Budget Resolution

Other

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

---

DEPARTMENT HEAD *[Signature]*

Submitted *6/16/16* Date

FINANCE DEPARTMENT

Approved as to Budget Requirements Date

*JD*  
*6/16/16* TOWN ATTORNEY

Approved as to Form and Legality Date

TOWN MANAGER *[Signature]*

Approved Agenda Item for: *6/13/16* Date

*6/16/16*

---

BOARD ACTION:     Approved as Recommended     Disapproved

*Subdsoy NAKENZIE 4-0*

Tabled Indefinitely     Continued to Date Certain

Approved with Modification

*CC: THAD - G.M.*



1  
2 It was noted that 812 Tarrson Boulevard abuts CP (Planned Commercial to the west).

3  
4 The Technical Review Committee (TRC) members individually reviewed application for Ordinance  
5 No. 2016-20, and determined the application to be complete and ready for transmittal to the  
6 Planning and Zoning Board. The Town Commission is scheduled to consider Ordinance No. 2016-  
7 20 for first reading on Wednesday, July 6, 2016 at 6:00 p.m. The second and final reading will be  
8 held on Monday, July 18, 2016 at 6:00 p.m.

9  
10 Member McKenzie stated he has concerns regarding the property located near the water. He  
11 questioned if the proposed house is located far enough from the water to be out of flood range since  
12 the house is on a slab and the lake has flooded in the past.

13  
14 Ms. Then stated when an application for a single family residence is received and the property is  
15 found to be in a flood hazard location, the applicant is required to submit an elevation certificate.  
16 She stated the elevation certificate shows the lowest grade adjacent to the property. The applicant  
17 must show the height elevation of the proposed home to meet the Town's regulations. She stated  
18 the Town's floodplain ordinance surpasses what the National Flood Insurance requires. In addition  
19 to the base flood elevation requirement, the applicant must elevate an additional 18 inches, and all  
20 single family residences must adhere to that standard. Ms. Then stated the elevation is inspected  
21 throughout the permitting and construction process. She stated wetland buffers are also reviewed  
22 and, at minimum, all habitable structures must be setback 35-feet from a wetland buffer.

23  
24 Chairperson Gauder asked for questions and comments from those in attendance, and hearing none,  
25 asked for a motion.

26  
27 *Upon a motion by Member Sigurdson and a second by Member McKenzie, the Planning and*  
28 *Zoning Board recommended transmittal and approval of Ordinance No. 2016-20 to the Town*  
29 *Commission for consideration by the following roll call vote:*

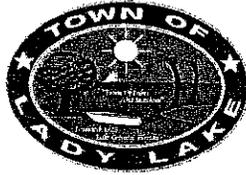
30  
31 *MCKENZIE YES*  
32 *CHIASSON YES*  
33 *SIGURDSON YES*  
34 *GAUDER YES*

35  
36 **CHAIRPERSON/MEMBERS' REPORT:** No report.

37  
38 **ADJOURN:** *With nothing further to discuss, the meeting was adjourned at 5:47 p.m.*

39  
40  
41  
42 \_\_\_\_\_  
43 Carol Osborne, Staff Assistant to the Town Clerk     John Gauder, Chairperson

44 Minutes transcribed by Carol Osborne, Staff Assistant to the Town Clerk



K-7

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

SUBJECT: Consideration of One Appointment to the Economic Development Advisory Committee

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Appoint One Member to the Economic Development Advisory Committee

SUMMARY: Ron Francis, III, a member of the Economic Development Advisory Committee, resigned last month as he was transferred to another city for work.

There is one application on file by Gil Pierson for consideration for this vacant position.

FISCAL IMPACT: N/A

- [ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution
[ ] Other [X] Support Documents - Application

DEPARTMENT HEAD [Signature] Submitted Date
HR Approved as to form Date
FINANCE DEPARTMENT Approved as to Budget Requirements Date
TOWN MANAGER [Signature] Approved Agenda Item for: [Signature] Date [Signature]

COMMISSION ACTION:

- [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification

TOWN OF LADY LAKE  
BOARDS/COMMITTEES APPLICATION

Date: 11-5-15

Name: GIL PIERSON

Mailing Address: 17422 SETTLER CT

Location of residence: SUMMERFIELD, FL 34491

Business Location (if applicable): LADY LAKE, FL  
(Economic Development Advisory Committee only)

Home Phone: 954-428-5553 Work Phone: 954-415-1800

Cell Phone: \_\_\_\_\_ E-Mail Address: GILPIERSON@AOL.COM

Check below the Committees or Boards that you are willing to serve on:

- Citizens Advisory Task Force
- Economic Development Advisory Committee
- Library Board
- Lake County Library Board Representative
- Planning & Zoning Board
- Parks, Recreation & Tree Advisory Board
- Police Pension Board

Occupation: REAL ESTATE INSTRUCTOR, LADY LAKE OFFICE

Training or experience related to activities of boards or committees to which appointment is sought: CHAMBERS OF COMMERCE  
AMERICAN LEGION, KNIGHTS OF COLUMBUS

Member of the following professional or business organizations: REALTOR

Have you served on a Town board or committee in the past? YES  
If yes, name of committees/boards and dates: PLANNING & ZONING

Nationality: (optional) US (This information is for use in the Annual Florida Department of State Report only.)

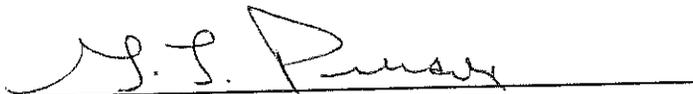
Have you ever been convicted of a felony? (optional) NO

Please list three references that the Town may contact (excluding Town employees & Commissioners) – name, address and phone number:

1. GENE BOONE REALTOR 352-732-3344
2. JOE ZOLLER REALTOR 860-601-352-7503 1073
3. LOUISE JANSEN REALTOR 860-899-4430

*Additional information or comments may be attached to this form.*

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

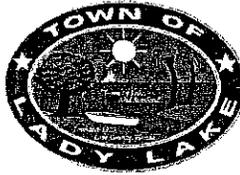
  
Signature of Applicant

Please return application to:

Town Clerk's Office  
Lady Lake Municipal Complex  
409 Fennell Blvd  
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.**



K-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 6, 2016

SUBJECT: Consideration of One Appointment to the Planning and Zoning Board

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Approve the Appointment of Robert Conlin, Sr. to the Planning and Zoning Board

SUMMARY: There has been a vacancy on the Planning and Zoning Board for several months since Gil Pierson moved out of town. There have been no applications on file for this board until recently.

Robert Conlin, Sr. has asked that his application be considered for appointment to the Planning and Zoning Board.

FISCAL IMPACT: N/A [ ] Capital Budget [ ] Operating [ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution [ ] Other [X] Support Documents - Application

DEPARTMENT HEAD [Signature] Submitted Date
HR Approved as to form Date
FINANCE DEPARTMENT Approved as to Budget Requirements Date
TOWN MANAGER [Signature] Approved Agenda Item for: 7/6/16 Date 6/21/16

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely [ ] Continued to Date Certain [ ] Approved with Modification

**TOWN OF LADY LAKE  
BOARDS/COMMITTEES APPLICATION**

Date: Sept 1 2015

Name: ROBERT CONLIN SR

Mailing Address: 513 SAN LORENZO CT

Location of residence: LADY LAKE, FL

Business Location (if applicable): \_\_\_\_\_  
(Economic Development Advisory Committee only)

Home Phone: 352 259 6677 Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail Address: RCMILNOR513 @AOL

Check below the Committees or Boards that you are willing to serve on:

- Citizens Advisory Task Force
- Economic Development Advisory Committee
- Library Board
- Lake County Library Board Representative
- Planning & Zoning Board
- Parks, Recreation & Tree Advisory Board
- Police Pension Board

Occupation: RETIRED

Training or experience related to activities of boards or committees to which appointment is sought: TREASURY AGT CEO TAX CONSULTING FIRM  
PASS PRESIDENT NATL TREAS. UNION - STATE OF N.J. AM. LEGION COMMANDER POST 419

Member of the following professional or business organizations: ABOVE

Have you served on a Town board or committee in the past? No

If yes, name of committees/boards and dates: \_\_\_\_\_

Nationality: (optional) Irish (This information is for use in the Annual Florida Department of State Report only.)

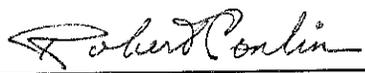
Have you ever been convicted of a felony? (optional) No

Please list three references that the Town may contact (excluding Town employees & Commissioners) – name, address and phone number:

1. Fred Croft 515 SAN LORENZO Ct L.L.
2. Mike Applebaum 512 " " " "
3. \_\_\_\_\_

*Additional information or comments may be attached to this form.*

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.



Signature of Applicant

Please return application to:

Town Clerk's Office  
Lady Lake Municipal Complex  
409 Fennell Blvd  
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

**THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.**