



SPECIAL MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: Wednesday, September 21, 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**¹: Pastor Mike Smith – North Lake Presbyterian Church
- D. PLEDGE OF ALLEGIANCE**
- E. ROLL CALL**
- F. PUBLIC COMMENTS**²
- G. PUBLIC HEARING:**
1. Resolution No. 2016-110 – First/Final Reading – Adoption of Final Millage Rate for FY 2016-2017 (Pam Winegardner) (Pg. 4)
 2. Ordinance No. 2016-28 – Second/Final Reading – Adoption of Operating Budget for FY 2016-2017 (Pam Winegardner) (Pg. 8)
- H. PROCLAMATION:**
3. Proclaiming September 24, 2016 as National Public Lands Day (Mayor Kussard) (Pg. 12)
- I. CONSENT**³:

4. Minutes – September 7, 2016 – Commission Meeting (Special) (Pg. 13)
5. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the American Legion Post 347 for the Boy Scout Hut (Mike Burske) (Pg. 21)
6. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Chamber of Commerce for the Log Cabin (Mike Burske) (Pg. 27)
7. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Kiwanis Club for the Caboose at the Log Cabin (Mike Burske) (Pg. 33)
8. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Dog Park Association, Inc. for the Rolling Acres Utility Site (Mike Burske) (Pg. 39)
9. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Little League for the Guava Street Athletic Complex Fields (3) and Concession Stand (Mike Burske) (Pg. 45)
10. Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Soccer Association for the Rolling Acres Sports Complex Concession Stand (Mike Burske) (Pg. 53)
11. Consideration of Approval for the Fall Activities for 2016 (Mike Burske) (Pg. 58)
12. Consideration of Approval for the Lady Lake Police Department to Partner with The Home Depot and Co-Host National Night Out 2016 for the Town of Lady Lake on October 4, 2016 from 4:00 P.M. until 7:00 P.M. (Chris McKinstry) (Pg. 61)

J. OLD BUSINESS:

13. Consideration of Proposals from Aztek Systems for Installation/Upgrade of Security Camera Systems for all Town Facilities (C.T. Eagle/Chris McKinstry) (Pg. 62)

K. NEW BUSINESS:

14. Consideration of Interlocal Agreement with Lake County to Transfer Jurisdiction of a Portion of Teague Trail and Oak St. (C.T. Eagle) (Pg. 80)
15. Consideration to Invest \$8,590.00 for CEI Services by Neel-Schaffer Engineering for the Driving Range Parking Lot Project (Mike Burske) (Pg. 87)
16. Consideration of a Request by the Lady Lake Little League for Them to Partner with Kevin Yoakum to Provide Concessions while the Concession Stand is Being Constructed (Mike Burske) (Pg. 90)
17. Consideration of Approval of the Contract with M.T. Causley, Inc. for Building Official, Plan Review, Inspections, and Related Support Services (Thad Carroll) (Pg. 94)

L. TOWN ATTORNEY'S REPORT:

18. Ordinance No. 2016-29 – First Reading – Special Exception Use – Basics: Range & Gun, LLC – Requesting to Incorporate the Gun Range Land Use Within the Heavy Commercial (HC) Zoning Classification – Located on Property Being 11.12 +/- Acres at 315 S. Highway 27/441 (Thad Carroll) (Pg. 109)
19. Resolution No. 2016-107 – First/Final Reading – Variance Request – Daniel O'Neill – Requesting a Minimum 10 Foot Front-Yard Setback to Replace an Existing Manufactured Home with a Single Family Residence – Located at 1016 Aloha Way (Thad Carroll) (Pg. 143)

M. TOWN MANAGER'S REPORT:

N. MAYOR/COMMISSIONER'S REPORT:

O. PUBLIC COMMENTS⁴

P. ADJOURN

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

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

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

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

NS/Word/Town Clerk/Agendas - Commission Meeting – 09-21-2016

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

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

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

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



G-1

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Adoption of the Property Tax millage rate for FY2017 Resolution No. 2016-110

DEPARTMENT: Finance

STAFF RECOMMENDED MOTION: Adopt Resolution No. 2016-110 which sets the millage rate of 3.3962 mills per \$1,000 of taxable valuation which is equal to the current year's rolled-back rate.

SUMMARY: Per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the tentative millage rate and proposed budget. At this hearing, the Town Commission will disclose and discuss the proposed millage rate, and if changed, re-compute the proposed millage rate and publicly announce the percent, if any, by which the re-computed millage rate is less than the rolled-back rate and approve the resolution prior to adoption of the proposed budget.

The proposed rate of 3.3962 mills or any rate less than this rate only requires an affirmative vote of three (3) members of the Town Commission.

This hearing was advertised via newspaper advertisement.

FISCAL IMPACT: -\$142,429 [X] Capital Budget [X] Operating [X] Other

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

[X] Other FY2017 Millage Rate Analysis

[] Support Documents

DEPARTMENT HEAD	Submitted	<i>pow</i>	Date	<i>9/8/16</i>
HR	Approved as to Form		Date	
FINANCE DEPARTMENT	Approved as to Budget Requirements	<i>pow</i>	Date	<i>9/8/16</i>
TOWN MANAGER <i>B</i>	Approved Agenda Item for:	<i>9/21/16</i>	Date	<i>9/8/16</i>

COMMISSION ACTION:

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

RESOLUTION NO. 2016-110

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING THE PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR FISCAL YEAR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lady Lake, Florida, has determined the amount of revenue required to meet the Town's operating objectives for fiscal year 2016/2017; and

WHEREAS, a portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the Town of Lady Lake as \$950,188,323.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA:

Section 1. The Fiscal Year 2016/2017 operating millage rate for the Town of Lady Lake is 3.3962 mills which is equal to the current year's rolled-back rate.

Section 2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 21st day of September, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

ATTESTED:

Kristen Kollgaard, Town Clerk

Derek Schroth, Town Attorney
Reviewed as to Form

TOWN OF LADY LAKE
MILLAGE RATE ANALYSIS
 FISCAL YEAR 2016-2017

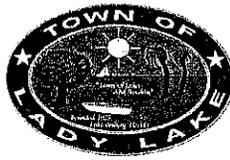
TAXABLE VALUE THIS YEAR (DR-420)	\$ 968,507,235
TAXABLE VALUE LAST YEAR (DR-422)	\$ 908,771,115
Total increase in net taxable value this year resulting in a 6.57% increase which includes new construction, etc., of \$18,318,912 (2.02%) and increased values of \$41,417,208 (4.56%).	\$ 59,736,120

	MILLAGE RATE	AD VALOREM TAXES
Current year rolled back rate (amount needed to generate the same revenues as last year based on this year's taxable value less new construction).	3.3962	\$3,289,244 x 95% 3,124,782
Last year's millage rate which is 4.56% or .1548 mills higher than the current year's rolled back rate.	3.5510	\$3,439,169 x 95% \$3,267,211
Majority vote maximum rate which is a 9.40% or .3192 mill increase over the current year's rolled back rate and a 4.63% increase over last year's final rate.	3.7154	\$3,598,392 x 95% \$3,418,472
Any of the above rates would require at least three (3) affirmative votes.		
Two-thirds vote maximum rate requiring four (4) affirmative votes of the Town Commission which is a 20.27% or .6907 mill increase over the current year's rolled back rate.	4.0869	\$3,958,192 x 95% \$3,760,283

(Required votes are based on the total membership of the Town Commission, rather than the membership present at the meeting.)

Calculation of various millage levies for voting requirements. The current year's rolled back rate is 3.396. Since the Town did not approve the majority vote maximum millage rate of 3.744 last year, we can then adjust this year's rolled back rate based on the prior year's majority vote maximum millage rate. So we take the prior year's maximum ad valorem proceeds requiring a majority vote and divide the current year's taxable value (less new construction, etc.) times 1000 (($\$3,402,712 / \$950,188,323$) x 1000) which results in an adjusted current year rolled-back rate of 3.581. Using the adjusted current year's roll back rate, we make the adjustment for growth in per capita Florida personal income of 1.0375% (3.581×1.0375) to get the majority vote maximum millage rate of 3.715 mills. To calculate the two-thirds vote maximum millage rate allowed, we have to take the majority vote maximum millage rate of 3.7154 and increase it by 10% (3.715×1.10) to get the two-thirds vote (4 of the 5) maximum rate of 4.087 mills. Any rate higher than 4.087 mills would require a unanimous vote of all five (5) Town Commissioners.

The property tax is based on the value of real and personal property. Each year, the Property Appraiser determines the total value of each parcel of property. The value of residential property represents only the value of the real estate, which includes buildings and improvements; while commercial property includes these values in addition to all relevant personal property. This value is called "assessed value". After subtracting all lawful exemptions (i.e., homestead exemption: \$25,000; amendment one exemption up to \$25,000; TPP exemption up to \$25,000; senior exemption: \$25,000; portability exemption; widow: \$500; widower: \$500; veterans' disability: \$5,000 and others), the remaining value is called "taxable value". It is this figure on which ad valorem property taxes are calculated. The property tax is calculated by multiplying the taxable value of the property by .001, and then multiplying this number by the rate of taxation, which is referred to as "mills" or "millage rate". One mill is equivalent to \$1 per \$1,000 of taxable value. For example, if you own your own home, and the property appraiser has set the assessed value at \$75,000, the taxable value would be \$25,000 after subtracting your \$25,000 homestead exemption and amendment one exemption of \$25,000. With a Town millage rate of 3.5510 mills, you would owe \$88.77 in Lady Lake property taxes ($\$25,000 * .001 = \25 , and $\$25 * 3.5510 \text{ mills} = \88.77). This calculation is only valid for the Town's share of the total millage rate of all the taxing authorities.



G-2

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016
Second and Final Reading

SUBJECT: Second reading and Adoption of FY2017 Budget Ordinance No. 2016-28

DEPARTMENT: Finance

STAFF RECOMMENDED MOTION: Adopt the FY2017 Budget Ordinance No. 2016-28 which sets the estimated revenues and expenditures/expenses for the General Fund, the Special Revenue Fund and the Utilities Fund.

SUMMARY: Per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the proposed FY2017 operating budgets. At this hearing, the Town Commission will amend and adopt the budget ordinance after adoption of the final millage rate. This hearing was advertised via newspaper advertisement.

FISCAL IMPACT: \$15,736,745
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

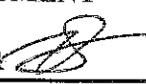
Other FY2017 Budget Summary

Support Documents

DEPARTMENT HEAD Submitted *paw* Date 9/8/16

HR Approved as to Form Date

FINANCE DEPARTMENT Approved as to Budget Requirements *paw* Date 9/8/16

TOWN MANAGER  Approved Agenda Item for: 9/21/16 Date 9-12-16

COMMISSION ACTION:

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

ORDINANCE NO. 2016-28

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 FOR THE TOWN OF LADY LAKE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$15,736,745; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Manager of the Town of Lady Lake has prepared the annual report and budget for the Town of Lady Lake for fiscal year 2017 and has submitted same to the Town Commission; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the Town Commission has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been duly advertised in a newspaper of general circulation in the Town with notice to all citizens that the budget is available for public inspection in the office of the Town Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the Town Commission at 6:00 p.m. on September 21, 2016, in the Town Commission Chambers at 409 Fennell Blvd., Lady Lake, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
001	General Fund	\$ 10,740,320
101	Special Revenue Fund (Infrastructure Sales Tax)	1,200,500
401	Utilities Fund	3,795,925
		<hr/>
		\$ 15,736,745

Section 2. The 2017 fiscal year budget for the Town of Lady Lake, as submitted by the Town Manager and as amended by the Town Commission to fund the amounts necessary for the successful operation of the Town departments, is hereby adopted.

Section 3. The budget adopted in the preceding section shall govern the expenditures of the Town during the ensuing fiscal year effective October 1, 2016 through September 30, 2017.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the Town Commission and the Town Manager as deemed necessary in strict compliance with the procedures specific in Article 7, Charter of the Town of Lady Lake, Florida.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon final passage by the Town Commission.

PASSED AND ADOPTED at a public hearing on second and final reading on the **21st** day of **September, 2016**.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

Approved as to Form:

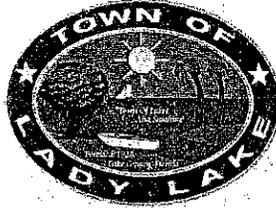
Derek Schroth, Town Attorney

**TOWN OF LADY LAKE
FISCAL YEAR 2017 BUDGET**

The proposed budget was prepared using a millage rate of
3.3962

**SUMMARY OF FUNDS TO BE REVIEWED
REVENUES AND EXPENDITURES/EXPENSES**

	<u>Revenues</u>	<u>Expenditures/Expenses</u>
The General Fund	\$10,740,320	\$10,740,320
The Special Revenue Fund	\$ 1,200,500	\$ 1,200,500
The Utilities Fund	\$ 3,795,925	\$ 3,795,925
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Total - All Funds	\$15,736,745	\$15,736,745



H-3

~Proclamation~

Whereas, America's system of public lands includes parks, unique landscapes, forests, wildlife refuges, historic trails, natural streams and wetlands, nature centers, gardens and other landmark areas throughout the nation that individually and collectively represent irreplaceable national resources; and

Whereas, public lands provide locally accessible natural and cultural resources for environmental learning, wildlife appreciation and recreation; and recreation opportunities offered by public lands help families lead a more active lifestyle and reduce the incidence of childhood obesity; and

Whereas, public lands promote civic ideals that include shared stewardship and recognition of public ownership; and shared stewardship requires the goodwill, cooperation and active support of citizens, community, city and state officials, business leaders, children and adults; and

Whereas, land conservation efforts improve access to public lands by urban residents and work to break down the barriers that present Americans from actively utilizing their publicly lands; and an alliance between private citizens, and managers and community leaders improves the condition of publicly held lands for the greater enjoyment and enrichment of all Americans; and

Whereas, National Public Lands Day, co-sponsored by the National Environmental Education Foundation, the Bureau of Land Management, the Bureau of Reclamation, the Department of Defense, the Environmental Protection Agency, the National Park Service, U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the USDA Forest Service, has become an annually anticipated event for local participation on publicly held lands in Florida and Lake County.

Now, Therefore, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, do hereby proclaim the day of **September 24, 2016** as

National Public Lands Day

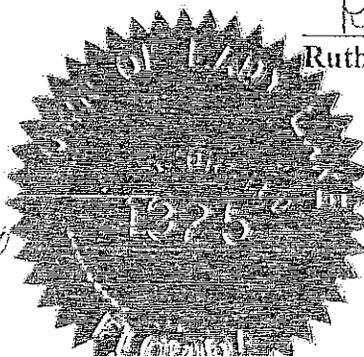
in the Town of Lady Lake, and call upon all citizens to recognize and participate in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Lady Lake, Florida to be affixed this 21st day of September, 2016.

Ruth Kussard
Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard
Kristen Kollgaard, Town Clerk



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

I-4

September 7, 2016

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

A. CALL TO ORDER: Mayor Ruth Kussard

B. 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: Father Gerry Cunningham – St. Timothy’s Catholic Church

D. PLEDGE OF ALLEGIANCE led by Lowell Barker

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; Pam Winegardner, Finance Director; Wendy Then, Town Planner; C. T. Eagle, Public Works Director; Chief Chris McKinstry, Police Department; Marsha Brinson, Director of Library Services; Tia O’Neal, Human Resource 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. There were no public comments at this time.

G. PUBLIC HEARING:

1. Resolution No. 2016-109 – First/Final Reading – Adoption of Tentative Millage Rate for FY 2016-2017 (Pam Winegardner)

Finance Director Pam Winegardner gave the background summary for this agenda item (on file in the Clerk’s Office). She stated that per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the tentative millage rate and proposed budget. At this hearing, the Town Commission will discuss the tentative millage rate, and if changed, re-compute its’ tentative millage rate and publicly announce the percent, if any, by which the re-computed tentative millage is greater than or less than the rolled-back rate and approve the resolution.

Ms. Winegardner reminded the Town Commission that they can increase the millage rate at this meeting, but will not be able to increase it from what was approved at this meeting at the second public hearing on September 21st. This tentative rate plus any other rate below this rate requires an affirmation vote of three members of the Town Commission. She stated that this hearing was advertised via the TRIM Notice mailed out by the Property Appraiser.

Ms. Winegardner made the following required announcements:

- The Taxing Authority is the Town of Lady Lake;
- the tentative millage rate is equal to the current year’s rolled-back rate; and
- the tentative millage rate is 3.3962.

Ms. Winegardner then read the heading of Resolution No. 2016-109 regarding the adoption of the tentative millage rate for FY 2016-2017.

Mayor Kussard asked if there were any questions or comments from the Commissioners or the public. There were no questions or comments.

Upon a motion by Commissioner Hannan and seconded by Commissioner Holden, the Commission approved the first/final reading of Resolution No. 2016-109, which sets the FY 2016-17 tentative property tax millage rate of 3.3962 mills per \$1,000 taxable valuation which is equal to the current year’s rolled back rate, by the following roll call vote:

HOLDEN	YES
VINCENT	YES
HANNAN	YES
RICHARDS	YES
KUSSARD	YES

2. Ordinance No. 2016-28 – First Reading – Adoption of Operating Budget for FY 2016-2017 (Pam Winegardner)

Finance Director Pam Winegardner gave the background summary for this agenda item (on file in the Clerk’s Office). She stated that per State Statute Chapter 200.065, the Town of Lady Lake must hold a public hearing on the proposed FY2017 operating budgets. At this hearing, the Town Commission will amend and adopt the budget ordinance after adoption of the final millage rate. She stated this hearing was advertised via the TRIM notice mailed out by the Property Appraiser.

Ms. Winegardner read the ordinance title which stated the budget is setting forth anticipated revenue of \$15,736,745 and expenditures in an equivalent amount. The following amounts are appropriated for various funds: General Fund - \$10,740,320; Special Revenue (infrastructure sales surtax) - \$1,200,500; and Utilities Fund - \$3,795,925; for a total of \$15,736,745.00.

Mayor Kussard asked if there were any questions or comments from the Commissioners or the public. There were no questions or comments.

Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved the first reading of Ordinance No. 2016-28, by the following roll call vote:

HOLDEN	YES
VINCENT	YES

<i>HANNAN</i>	<i>YES</i>
<i>RICHARDS</i>	<i>YES</i>
<i>KUSSARD</i>	<i>YES</i>

At this time, Town Manager Kris Kollgaard asked the Mayor to allow Chief McKinstry to introduce a new police officer.

Chief McKinstry introduced Police Officer Matt Thomas, new to the Lady Lake Police Department after serving 12 years in police departments in Ohio. He stated Officer Thomas and his family moved to Florida; following his parents to this area. Chief McKinstry also presented an Exceptional Community Service Commendation to Officer Thomas for actions taken on just his second shift of duty, when he noticed a small fire at a residence on Winners Circle and took action to avert a potential tragedy. Officer Thomas was thanked and welcomed by all.

Officer Thomas stated he was proud and happy to be a part of the Lady Lake Police Department.

H. CONSENT:

3. Minutes – August 15, 2016 – Regular Commission Meeting

4. Consideration of Approval to Renew the Memorandum of Agreement (MOA) with the Haven of Lake & Sumter Counties, Inc. (Chris McKinstry)

The background summary for this agenda item is on file in the Clerk's Office. It states that renewal of the existing Memorandum of Agreement with the Haven of Lake & Sumter Counties, Inc. originally approved by the Town Commission on November 3, 2014. Town Attorney Derek Schroth reviewed and approved the original MOA.

5. Consideration of Approval of the FY 2016-17 Public Risk Management Renewal (Tia O'Neal)

The background summary for this agenda item is on file in the Clerk's Office. It states that staff received the 2016-2017 PRM/WRM renewal for property, workers' comp, general liability, and pollution insurance coverage for the upcoming fiscal year. The grand total is \$466,834, which included an \$18,673 preferred member participation credit. There was an estimated 15% increase proposed in the 2016-2017 budget. The total increase is 10.4% for property, casualty, liability and workers' compensation.

6. Consideration of a Request by the Lady Lake Historical Society (Chris McKinstry)

The background summary for this agenda item is on file in the Clerk's Office. It states that the Lady Lake Historical Society is hosting an exhibit named "Florida Crackers and Cow Hunters". They wish to display a vintage shotgun from the early 1900's. LLPD has a vintage shotgun in its evidence room that meets that description and is scheduled for destruction. The vintage shotgun came into LLPD possession as a voluntary surrender and not as a result of criminal activity. The shotgun has no monetary value. Loaning the shotgun to the Historical Society will simply delay the destruction by the timeframe of the Historical Society event schedule. If this request is approved, the shotgun will be disabled prior to loan.

Mayor Kussard asked if there were any questions or comments on the Consent items.

1 Commissioner Hannan asked that Item H-6 be pulled.

2
3 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*
4 *Commission approved Consent Items #H-3 through #H-5 by a vote of 5 to 0.*

5
6 Commissioner Hannan asked Chief McKinstry if the shotgun will be marked as disabled if it is
7 loaned to the Historical Society.

8
9 Chief McKinstry replied that the weapon could be marked as not functional or disabled.

10
11 Commissioner Holden asked how old the shotgun is, and if it is to be destroyed, could it be donated
12 permanently to the Historical Society instead.

13
14 Chief McKinstry replied that the gun is from the 1920's or 30's, but that they cannot donate it.

15
16 Ms. Kollgaard agreed, stating that per state statute, it must be destroyed.

17
18 *Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission*
19 *approved Consent Item #H-6 by a vote of 5 to 0.*

20
21 **I. OLD BUSINESS:** No old business.

22
23 **J. NEW BUSINESS:**

24
25 **7. Recommendation to Award the Service Contract for Building Official Services, Plan**
26 **Review, Inspections and Related Support Services for the Town of Lady Lake (RFP No. 2016-**
27 **0005) to M.T. Causley, Inc. (Wendy Then/Kris Kollgaard)**

28
29 Town Planner Wendy Then gave the background summary for this agenda item (on file in the
30 Clerk's office). She stated that on Friday June 23, 2016, the advertisement of RFP No. 2016-0005
31 ran in the Legal Advertisements section of the Lake Sentinel to solicit firms to provide Building
32 Inspection Services, Building Plan Review Services and Building Official Services for the Town of
33 Lady Lake. On Thursday, July 21, 2016, the bid period was closed at 10 a.m., and the bids were
34 opened in a public meeting held in the Town Hall Commission Chambers. In response to the
35 advertised RFP, five proposals were received. The respondents were as follows:

- 36
37
 - Bureau Veritas
 - 38 • Charles Abbott Associates, Inc.
 - 39 • Joe Payne, Inc.
 - 40 • M.T. Causley, Inc.
 - 41 • Nova Engineering & Environmental, LLC

42
43 Ms. Then stated the RFP evaluation committee was comprised of three staff members; one from
44 Growth Management, one from the Town Clerk's Office, and another from the Public Works
45 Department, who were assigned to score the respondents based upon the matrix included in the
46 packet. Committee discussion of the proposals was held on Monday, August 9, 2016 at 10 a.m. in a
47 public meeting, at which time the ratings were read into the record. Based upon the ratings as
48 evaluated under the matrix, Nova Engineering and Environmental, LLC obtained the highest rating
49 with 285 points; M.T. Causley, Inc. received the second highest score with 281 points; and one firm
50 was disqualified for not having a certified building official. Although Nova did receive the highest

1 score; two of the three members of the panel selected M.T. Causley due to the lower hourly fee rate
2 and the ability to more adequately provide backup inspection coverage. Town staff recommends the
3 award of the 24-month contract be given to M.T. Causley, Inc.
4

5 Ms. Then noted that complete RFP response packages as submitted by the applicants are available for
6 review in the Town Clerk's Office.
7

8 Commissioner Hannan asked if Mr. Eagle of Public Works could explain why he scored M.T.
9 Causley, Inc. lower than the other selection committee members.
10

11 C.T. Eagle, Public Works Director, replied that the scoring was based off the RFP matrix, and that
12 everyone scores a little differently.
13

14 Mayor Kussard agreed with staff's recommendation as she stated it is very important to have the
15 ability to provide back-up coverage.
16

17 Commissioner Vincent asked when this contract would be effective if approved.
18

19 Ms. Then replied it would begin October 3rd; the first Monday of the new fiscal year.
20

21 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*
22 *Commission approved the Award of the Service Contract for Building Official Services, Plan*
23 *Review, Inspections and Related Support Services for the Town of Lady Lake (RFP No. 2016-*
24 *0005) to M.T. Causley, Inc. by a vote of 5 to 0.*
25

26 **8. Consideration to Approve the Contract with Kerry Barnett Fire Safety Consulting, LLC**
27 **for the Provision of Fire Inspection Services and Fire Plan Review Services via "Piggyback" of**
28 **Existing Contract with Avon Park, FL (Wendy Then/Kris Kollgaard)**
29

30 Town Planner Wendy Then gave the background summary for this agenda item (on file in the Clerk's
31 office). She stated the Town of Lady Lake has been utilizing Kerry Barnett Fire Safety Contracting,
32 LLC to perform fire inspections and fire plan review since 2012 as a sub-contracted service under the
33 agreement with Nova Engineering and Environmental, Inc. The contract with Nova is nearing
34 expiration, and the Town would like to retain the services of Kerry Barnett to continue to provide
35 these services to the Town through a "piggyback" of an existing contract that Mr. Barnett currently
36 has with the City of Avon Park. The term of the agreement is valid through March 14, 2019;
37 however, either party may terminate the contract with or without cause with a sixty (60) day notice.
38 Should the Commission choose to seek bids prior to the expiration of the contract, the option is
39 provided without consequence.
40

41 Ms. Then explained that Town staff did not seek to bid these services at this time due to the fact that
42 the building services contract has changed as approved earlier, and staff did not want to undergo a
43 change to both the building and fire services concurrently. Through retaining Mr. Barnett, staff feels
44 that some degree of continuity could remain in place, and that Mr. Barnett could assist staff in
45 helping to educate a new building services firm of the policies and practices of the Growth
46 Management Department in the office as well as in the field. In addition, Growth Management staff
47 has been very satisfied with Mr. Barnett's performance and reporting procedures over the last four
48 years, and he is often complimented for his professionalism by contractors as well.
49

The current contract between Kerry Barnett Fire Safety Contracting, LLC and the City of Avon Park has been provided for the Commission’s review, and has been reviewed and approved by the Town Attorney.

Upon a motion by Commissioner Holden and a second by Commissioner Vincent, the Commission approved the Contract with Kerry Barnett Fire Safety Consulting, LLC for the Provision of Fire Inspection Services and Fire Plan Review Services via “Piggyback” of Existing Contract with Avon Park, FL by a vote of 5 to 0.

K. TOWN ATTORNEY’S REPORT:

9. Resolution No. 2016-108 – First/Final Reading – Supporting the Postponement on Bear Hunting Imposed by the Florida Fish and Wildlife Conservation Commission (Kris Kollgaard)

Town Attorney Derek Schroth read the resolution by title only.

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk’s office). She stated that this came to staff as a request from a citizen, and several other agencies such as Eustis, Clermont and Lake County have passed similar resolutions.

Commissioner Richards commented that the Florida Fish and Wildlife Commission has never needed the Town’s input or advice before, and Commissioner Vincent agreed.

Ms. Kollgaard stated that there were a lot of problems with the last bear hunt, and other agencies have also stated they are not in support of another, but it is up to the Commission.

Mayor Kussard asked if anyone else had any questions or comments, and hearing none, asked for a motion.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved the first/final reading of Resolution No. 2016-108, by the following roll call vote:

HOLDEN	YES
VINCENT	NO
HANNAN	YES
RICHARDS	YES
KUSSARD	YES

L. TOWN MANAGER’S REPORT:

10. Consideration of Switching from Vacation and Sick Time to Paid Time Off (PTO) (Kris Kollgaard)

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk’s Office). She stated that staff was approved by the Commission in July to pass out an employee survey regarding the possibility of combining the vacation and sick time into Paid Time Off (PTO). Surveys (65) were handed out and returned; and the results showed 62 employees in favor of switching to PTO and three employees were not in favor. The completed surveys were included in the packet for the Commission’s review. Ms. Kollgaard reviewed some of the pros and cons listed below:

1 **Pros:**

2
3 PTO plans can make an employer more attractive to prospective employees and make it easier to
4 retain current employees by increasing the control that employees have over how they use their leave.
5

6 PTO is easier to administer by eliminating the need to track different classifications of leave.
7

8 PTO programs tend to address the basic needs for employers and employees in that they meet a
9 common need for employees to strike a better work/life balance, which results in more productivity
10 for the employer.
11

12 By allowing the employee to sell back up to 80 hours of PTO as long as they meet the criteria, it
13 helps the Town because the employees are paid out time at their current rate and, financially, it is less
14 liability on the books for the Town.
15

16 **Cons:**

17
18 Some employees may tend to use all of their PTO time and not reserve time for unforeseen illnesses
19 or injuries.
20

21 With the freedom of not having to explain their reasons for using PTO, employees may be absent
22 more frequently without notice. This will be controlled by still requiring prior approval for time off
23 for PTO except when calling in sick.
24

25 Commissioner Holden asked what will happen if someone is out for a couple of weeks, but has no
26 time available.
27

28 Ms. Kollgaard replied that they will not get paid if they have no PTO time accrued.
29

30 Commission Hannan commented that each family is different and may have backup by another
31 family member to cover them if they are out.
32

33 Ms. Kollgaard stated that there are many advantages to PTO such as the ability to cash in 80 hours,
34 and that call-ins at the police department have decreased since they implemented PTO.
35

36 *Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the*
37 *Commission approved Switching from Vacation and Sick Time to Paid Time Off (PTO) as Shown*
38 *in Exhibit "A" Effective October 1, 2016, by a vote of 5 to 0.*
39

40 Ms. Kollgaard reported that staff has just received the third quote for the security/camera systems for
41 Town facilities, and this item will be brought back for the Commission's consideration at the next
42 meeting.
43

44 Ms. Kollgaard stated that Tavares Middle School has contacted her requesting that their Civics class
45 be allowed to conduct another mock Commission meeting as they did last January. She asked if the
46 Commissioners are in favor of this, and they agreed it was a good experience.
47

48 **M. MAYOR/COMMISSIONER'S REPORT:**
49

1 Commissioner Hannan suggested that the Town come up with a plan to expand the Lady Lake
2 Historical Society Museum as they are running out of room, and proposed changing the name to the
3 “Shirley Kimmons Memorial Museum” since founding member Shirley Kimmons is retiring.
4

5 Commissioner Holden stated he is not in favor of naming places and streets after people.
6

7 Mayor Kussard agreed, stating it should remain the Lady Lake Historical Museum. She stated the
8 museum just underwent remodeling a few years ago.
9

10 Commissioner Richards stated expansion or relocation of the museum should be discussed at budget
11 time as it could be costly, and that it should be discussed in a public forum as well.
12

13 Ms. Kollgaard stated she will make a note to bring this up before next year’s budget and get some
14 input beforehand. She stated the Town will be presenting a plaque to Ms. Kimmons at the next
15 Commission meeting to honor her for her work with the Lady Lake Historical Society.
16

17 Mayor Kussard reported that she presented a Mayoral Citation to Ms. Kimmons at a recent meeting
18 of the Lady Lake Historical Society.
19

20 **N. PUBLIC COMMENTS:**
21

22 Mayor Kussard asked if there were any further questions or comments.
23

- 24 - Mark Rodriguez of Mark Rodriguez Construction stated he has worked in the Town since
25 2000 and has enjoyed it. He stated his plans and inspections were getting done quickly with
26 Nova, and he voiced his concern whether the service and turn-around time would be as good
27 with M.T. Causley, Inc.
28

29 Ms. Kollgaard replied that he should get comparable service with M.T. Causley, Inc., and that they
30 also work closely with Nova. She stated if the services provided by M.T. Causley, Inc. are not up to
31 par, the contract provides for an out and the Town maintains a good relationship with Nova.
32

- 33 - Raymond Russomano, the current Vice President and next year’s President of the Lady Lake
34 Historical Society, introduced himself. He stated they will label the shotgun appropriately to
35 show it is disabled. He also reported the Historical Society applied for a state program, and
36 they were one of ten locations in Florida that was awarded funds by the Florida Humanities
37 Council for their proposal. It allows for payment of four outstanding speakers this year; with
38 the first one being “Florida Crackers and Cowhunters” regarding cattle ranching in Florida,
39 coming up in September. He stated they have had a big response, and thanked the Town for
40 all the support and considerations they have been given.
41

42 **O. ADJOURN:** Their being no further business, the meeting was adjourned at 6:37 p.m.
43
44

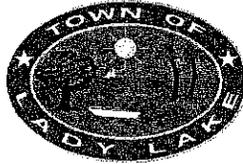
45
46

Kristen Kollgaard, Town Clerk

45
46

Ruth Kussard, Mayor

47
48
49 Minutes transcribed by Nancy Slaton, Deputy Town Clerk



TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the American Legion Post 347 for the Boy Scout Hut

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the American Legion Post 347 for the Boy Scout Hut for Troop 244

SUMMARY: The American Legion Post 347 desires to renew their lease agreement for the Scout Hut as sponsorship for Troop 244. The dates are the only changes to this document. Our Town Attorney has approved the insurance and lease.

FISCAL IMPACT: \$10.00 annual revenue and Town pays utilities as stated in the lease.

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

ATTACHMENTS: [] Ordinance [] Resolution [] Budget Resolution
[X] Other [] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD [Signature] Submitted 09/12/16 Date 09/21/16
FINANCE DEPARTMENT [Signature] Approved as to Budget Requirements Date 9/12/16
HR [Signature] Approved as to Form 9/12/16 Date
TOWN ATTORNEY Approved as to Form and Legality Date
TOWN MANAGER [Signature] Approved Agenda Item for: 9/21/16 Date 9/12/16

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

"BOY SCOUT HUT" LEASE AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, Lady Lake, Florida (hereinafter referred to as "LESSOR"), and the American Legion Post 347/Sponsor for Scouting, whose address is P.O. Box 1534, Lady Lake, Florida 32158 (hereinafter referred to as "LESSEE").

RECITALS

WHEREAS, LESSOR is the owner of the property and improvements referred to as the "Scouting Hut" (the "Scouting Hut"); and

WHEREAS, LESSEE desires to lease the Scouting Hut from LESSOR for the purpose of conducting Scout meetings and related activities; and

WHEREAS, LESSOR agrees to lease the Scouting Hut to LESSEE for a period of two (2) year under the terms and conditions set forth herein.

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

1. Demised Premises. LESSOR hereby grants LESSEE, and LESSEE hereby leases from LESSOR, the Scouting Hut property.
2. Use of Demised Premises. LESSEE shall use the demised premises only for the purpose of conducting Scout meetings and related activities. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR.
3. Term. This Lease shall be for a two (2) year term, beginning October 1, 2016 and ending on September 30, 2018, unless terminated pursuant to the terms stated herein.
4. Rent. The total rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be \$10.00 dollars.
5. Maintenance. LESSEE shall keep the Scouting Hut in a clean condition by removing all garbage and solid waste from the site on a regular basis, and restoring the Boy Scout Hut to a clean and neat condition after each use. LESSOR agrees to mow the grounds at intervals established by the TOWN in a manner consistent with other public areas Maintained by the TOWN.
6. Allotment for Electric Bill Provision for Payment by American Legion Post 347 In Event Bill Exceeds Allotment. LESSOR hereby agrees to pay the cost of the monthly electric bill for the Scouting Hut, provided however, the bill does not exceed \$2000.00 per year. If the annual amount of electrical bill exceeds \$2000.00, LESSOR may require that the American Legion Post 347 pay this amount, which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests American Legion Post 347 to pay the additional amount, American Legion Post 347 shall pay the additional amount within 15 days of receiving the invoice from LESSOR.
7. Alterations. LESSEE shall not be allowed to make alterations to the building on the leased premises without the written consent of the LESSOR. All alterations, changes, and improvements built, constructed or placed on the leased premises by LESSEE, with the exception of movable personal property, shall, unless otherwise provided by written agreement between LESSOR and LESSEE, be

- the property of LESSOR and remain on the leased premises at the expiration or sooner termination of this lease.
8. Insurance. LESSOR's existing General Liability Policy which covers the Scouting Hut shall remain in place. LESSEE's Standard BSA General Liability Policy shall also remain in place. Said policies insure against liability for bodily injury and property damage in and about the leased property. The insurance policies will name the Town as the certificate holder.
 9. Hold Harmless and Indemnification. LESSEE shall indemnify and hold harmless LESSOR from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to LESSEE connected with either (i) LESSEE's use, operation or condition hereafter of the leased premises, (ii) the failure of LESSEE to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by LESSEE, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property.
 10. Destruction of Premises and Eminent Domain. In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate at such time. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, LESSOR shall have the option to restore the premises but shall not be obligated to do so, after which the lease shall continue according to its terms should LESSOR choose to repair the property. A condemnation award shall belong exclusively to LESSOR.
 11. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intention to terminate the same not less than sixty (60) days before the date of termination. In the event LESSEE shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to LESSEE.
 12. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.
 13. Assignment and Subletting. Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.
 14. Abandonment. By signing this Agreement LESSEE hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, LESSOR shall not be liable or responsible for storage or disposition of LESSEE's personal property.
 15. Condition of Leased Property. LESSOR acknowledges that LESSEE has examined the leased premises, including but not limited to, the land, improvements located thereon and fixtures on or in the leased premises, and

agrees to accept the same in an "AS IS" condition without any further responsibilities on the part of LESSOR for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease. Should LESSEE become aware of any condition on the land or improvements located thereon which render the property "unsafe," LESSEE shall notify LESSOR immediately in writing of the condition and shall discontinue use of the property until said condition is repaired by LESSEE.

- 16. Entry for Inspection and Repairs. LESSOR shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) if deemed necessary by LESSOR, to make repairs and alterations to the leased premises. This provision shall not create an obligation to make such repairs.
- 17. Recording. This lease shall not be recorded in any public records. Should LESSEE record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.
- 18. Attorney's Fees. In the event of a dispute between the parties arising out of their relationship or this Agreement, the prevailing party shall be entitled to payment for all attorney's fees and costs (including pre-litigation fees, litigation fees, appellate fees, and bankruptcy fees, if any).

IN WITNESS WHEREOF, LESSOR, AND LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Manager

Approved as to form:

Derek Schroth, Town Attorney

AMERICAN LEGION POST 347, SPONSOR OF SCOUTING PROGRAMS AT SCOUT HUT OR SCOUT MASTER.

Authorized Representative

Indemnity. The American Legion Post 347 and BOY SCOUT TROOP 244 shall defend, indemnify and hold harmless the TOWN of Lady Lake hereinafter "the TOWN" and all of the TOWN's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of, the AMERICAN LEGION POST 347, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The AMERICAN LEGION POST 347 recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the AMERICAN LEGION POST 347 and BOY SCOUT TROOP 244 of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement.

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: PHONE (A/C, No, Ext): 972-770-1600 E-MAIL ADDRESS: ADDRESS:		FAX (A/C, No): 972-770-1699
	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co.		NAIC # 24147
INSURED Boy Scouts of America, National Council and All of its affiliates and subsidiaries including: Central Florida Council, Boy Scouts of America #83 1951 South Orange Blossom Trail - Ste. #102 Apopka, FL 32703	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 93157827

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MWZY306938	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	AUTOMOBILE LIABILITY						ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

THIS CERTIFICATE IS INTENDED TO BE USED AS PROOF OF INSURANCE ONLY
 For all Scout Approved Activities according to the Guide to Safe Scouting for the duration of the Policy Period.

Unit: Troop 244

Event: Unit Meetings

Date: Through Policy Year

Contact: Mac Griffith 386-506-1853

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Chamber of Commerce for the Log Cabin

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the Chamber of Commerce for the Log Cabin

SUMMARY: The Lady Lake Area Chamber of Commerce once again desires to renew its lease agreement with the Town for the Log Cabin at Veterans Park. The only changes to this document are the dates. The Town Attorney has reviewed the document and insurance prior to it being submitted for your approval.

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

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

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

[] Other

[X] Support Documents - Lease Agreement

DEPARTMENT HEAD Submitted 09/12/16 Date 09/21/16
HR Approved as to Form 9/12/16 Date 9/12/16
FINANCE DEPARTMENT Approved as to Budget Requirements Date 9/12/16
TOWN MANAGER Approved Agenda Item for: 9/24/16 Date 9/12/16

COMMISSION ACTION:

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

**LEASE AGREEMENT
BETWEEN
THE TOWN OF LADY LAKE, FL
AND THE
LADY LAKE AREA CHAMBER OF COMMERCE**

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

RECITALS

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

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

WHEREAS, LESSOR agrees to lease the Log Cabin and the Train Car to the CHAMBER under the terms and conditions set forth herein, for a two (2) year period.

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

1. **Demised Premises.** LESSOR hereby grants the CHAMBER, and the CHAMBER hereby leases from LESSOR, the Log Cabin and the Train Car.
2. **Term.** This lease shall be for a two (2) year term beginning October 1, 2016 and ending on September 30, 2018, unless otherwise terminated pursuant to the terms stated herein. This Lease shall be reviewed annually.
3. **Rent.** The total rent due from the CHAMBER to LESSOR during the term of this lease shall be ten dollars (\$10.00). The CHAMBER shall be responsible for payment of electric bills which exceed the amount allocated in Paragraph 4 below.
4. **Allotment For Electric Bill Provision for Payment by the CHAMBER In Event Bill Exceeds Allotment.** LESSOR hereby agrees to pay the cost of the monthly electric bill for the Log Cabin and Train Car, provided however, the bill does not exceed \$1800.00 per year. If the annual amount of the electrical bill exceeds \$1800.00, LESSOR may require that the CHAMBER pay the amount which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the CHAMBER to pay the additional amount, the CHAMBER shall pay the amount over \$1,800.00 within 15 days of receiving the invoice from the Town.
5. **Installation of Telephone and Payment of Telephone Bill.** The CHAMBER agrees to install a telephone and shall be responsible for all telephone bills and costs associated with the telephone, including connection fees, late payment fees, and any other associated costs. Under no circumstances shall LESSOR be responsible for the installation of a telephone or payment of telephone bills and related costs. The

CHAMBER shall pay said amount within 15 days of receiving the invoice from the Town.

6. **Maintenance.** The CHAMBER agrees to maintain the appearance of the interior of the Log Cabin and Train Car, including vacuuming, dusting, emptying trash and other housekeeping duties. LESSOR agrees to conduct heavy cleaning periodically at such time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the Log Cabin and the Train Car.
7. **Damage Repair.** The CHAMBER agrees to repair immediately any damage done to the Log Cabin or Train Car by that party, that party's agents, employees, patrons, or invitees. In the event the CHAMBER, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to said party's failure to repair damages, LESSOR may repair said damage and the party responsible hereby agrees to pay the costs of said repairs, upon demand.
8. **Alterations.** The CHAMBER shall make no changes or alterations of the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become property of LESSOR upon the termination of this Lease Agreement or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.
9. **Insurance.** The LADY LAKE AREA CHAMBER OF COMMERCE shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein shall be considered, and the LADY LAKE AREA CHAMBER OF COMMERCE agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein
10. **Hold Harmless.** The CHAMBER, its officers and members, shall, through the signing of this Lease Agreement by an authorized party or agent, hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.
11. **Use of Demised Premises.** The CHAMBER hereby agrees to conduct its operations and maintain the premises in a manner, which reflects well upon the Town of Lady Lake. The CHAMBER shall use the Log Cabin and Train Car for the

purpose of operating the Lady Lake Area Chamber of Commerce. No other use of the premises shall be permitted without the written consent of the LESSOR.

12. **Installation of Sign.** LESSOR agrees that a sign may be installed designating the location of the CHAMBER, in accordance with the Town's Land Development Regulations.
13. **Ownership of Log Cabin and Train Car.** The CHAMBER agrees that this Lease Agreement in no way relinquishes LESSOR's right of ownership of the Log Cabin, Train Car, and Log Cabin Park. It is and remains property of the Town of Lady Lake.
14. **Termination.** During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than sixty (60) days before the date of termination. In the event the CHAMBER shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.
15. **Attorney's Fees.** In the event of a dispute between the parties arising out of their relationship or this Agreement, the prevailing party shall be entitled to receive payment for all attorney's fees and costs (including pre-litigation fees, litigation fees, appellate fees, and bankruptcy fees, if any).

LESSOR, and the CHAMBER have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Manager

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE AREA CHAMBER OF COMMERCE

President

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

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

LADY LAKE AREA CHAMBER OF COMMERCE

(Participant Name and Signature)

Signed in the presence of the following witness:

(Witness name and signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Westgate-Jones Ins of FL/LRA 3411 W Main St Suite 5 Leesburg FL 34748		CONTACT NAME: Kimberly Lewis PHONE (A/C No. Ext): 352-787-7548 E-MAIL ADDRESS: kimberlyl@wjins.com FAX (A/C No): 352-787-1068	
INSURED Lady Lake Area Chamber of Commerce, Inc P O Box 1430 Lady Lake FL 32158		INSURER(S) AFFORDING COVERAGE INSURER A: American Economy Ins Co NAIC # 19690 INSURER B: Southern Insurance Underwriter INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1683136297

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02CE13869300	6/25/2016	6/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liab Ins \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers Retro Date: 10/31/10			EPP1109217	10/31/2015	10/31/2016	All Claims \$500,000 Donor Data loss 10,000

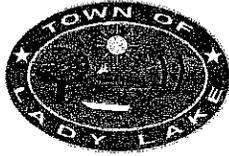
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Lady Lake 409 Fennell Blvd Lady Lake, FL 32159	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Randy Jones/KIML
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1-7

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Kiwanis Club for the Caboose at the Log Cabin

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Kiwanis Club for the Caboose at the Log Cabin

SUMMARY: The Lady Lake Kiwanis Club once again desires to renew its lease agreement with the Town for the Caboose at the Log Cabin/ Veterans Park. The dates on the contract are the only changes to the proposed document.

FISCAL IMPACT: \$1,500.00 per year for power

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

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

[X] Other-Lease Agreement [] Support Documents

DEPARTMENT HEAD Submitted 09/12/14 Date 09/21/15
HR Approved as to Form 9/12/16 Date 9/12/16
FINANCE DEPARTMENT Approved as to Budget Requirements Date 9/12/16
TOWN MANAGER Approved Agenda Item for: 9/12/16 Date 9/12/16

COMMISSION ACTION:

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

**LEASE AGREEMENT
BETWEEN
THE TOWN OF LADY LAKE, FL
AND THE
KIWANIS CLUB OF LADY LAKE**

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

RECITALS

WHEREAS, LESSOR is the owner of the Caboose at Log Cabin Park, and

WHEREAS, the KIWANIS desires to lease the Caboose from LESSOR with the KIWANIS occupying the Caboose for Board meetings and display of items. The KIWANIS desires to lease the Caboose from LESSOR for a two (2) year period, and

WHEREAS, LESSOR agrees to lease the Caboose to the KIWANIS under the terms and conditions set forth herein, for a two (2) year period.

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

1. **Demised Premises.** LESSOR hereby grants the KIWANIS, and the KIWANIS hereby leases from LESSOR, the Caboose.
2. **Term.** This lease shall be for a two (2) year term beginning October 1, 2016 and ending on September 30, 2018, unless otherwise terminated pursuant to the terms stated herein. This Lease shall be reviewed annually.
3. **Rent.** The total rent due from the KIWANIS to LESSOR during the term of this lease shall be ten dollars (\$10.00).
4. **Allotment for Electric Bill Provision for Payment by the LESSOR.** LESSOR hereby agrees to pay the cost of the monthly electric bill for the Caboose, provided however, the bill does not exceed \$1500.00 annually. If the annual bill exceeds \$1500.00, LESSOR may require that the KIWANIS pay this amount, which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the KIWANIS to pay the additional amount, the KIWANIS shall pay the additional amount within 15 days of receiving the invoice from LESSOR. Electrical utility usage will be monitored by the Town of Lady Lake with overages made payable to the Town of Lady Lake.
5. **Installation of Telephone and Payment of Telephone Bill.** In the event the KIWANIS wish to install a telephone, the KIWANIS agree to install the telephone and shall be responsible for all telephone bills and costs associated with the telephone, including connection fees, late payment fees, and any other associated costs. Under no circumstances shall LESSOR be responsible for the installation of a telephone or payment of telephone bills and related costs. KIWANIS shall pay the additional amount within 15 days of receiving the invoice from LESSOR.
6. **Maintenance.** The KIWANIS agrees to maintain the appearance of the interior of Caboose, including vacuuming, dusting, emptying trash, and other housekeeping duties.

Kiwanis Lease Agreement

LESSOR agrees to conduct heavy cleaning periodically at such time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the Caboose.

7. **Damage Repair.** The KIWANIS agrees to repair immediately any damage done to the Caboose by that party, that party's agents, employees, patrons, or invitees. In the event the KIWANIS, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to the KIWANIS' failure to repair damages, LESSOR may repair said damage and the KIWANIS hereby agrees to pay the costs of said repairs, upon demand.
8. **Alterations.** The KIWANIS shall make no changes or alterations of the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become property of LESSOR upon the termination of this Lease Agreement or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.
9. **Indemnification.** LESSEE agrees to purchase general liability insurance to protect LESSOR against any damages which may occur during the time the KIWANIS occupy or use said premises whether resulting from personal injuries or from damage to the premises or to any person using the premises or any invitee of the KIWANIS, including, but not limited to patrons, volunteers or employees, in an amount not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence. LESSOR shall not be responsible for any loss or damage to LESSEE's personal contents. The LESSEE will provide a certificate of insurance to the Town on an annual basis. The LESSEE will name the Town as the certificate holder on the insurance.
10. **Hold Harmless.** The Kiwanis, its officers and members, shall hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.
11. **Use of Demised Premises.** The KIWANIS hereby agree to conduct its operations and maintain the premises in a manner, which reflects well upon the Town of Lady Lake. The KIWANIS shall use the Caboose for the purpose of operating the Kiwanis Club of Lady Lake. The KIWANIS may use the area in front of the caboose for their annual picnic for members of the Kiwanis. It will be the responsibility of the Kiwanis to notify the Parks and Recreation Director of the date and time for the picnic and the responsibility of the Kiwanis to dispose of all trash associated with the event. No other use of the premises shall be permitted without the written consent of the LESSOR.
12. **Installation of Sign.** LESSOR agrees that a sign may be installed designating the location of the KIWANIS, in accordance with the Town's Land Development Regulations.
13. **Ownership of Caboose.** The KIWANIS agrees that this Lease Agreement in no way relinquishes the right of ownership of the Caboose at Log Cabin Park. It is and remains property of the Town of Lady Lake.
14. **Termination.** During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than sixty (60) days before the date of termination. In the event the KIWANIS violates any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the

Kiwanis Lease Agreement

satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

15. **Entry for Inspection and Repairs.** LESSOR shall have the right to enter the leased premises during all hours to (i) make inspections, and (ii) if deemed necessary by LESSOR, to make repairs and alterations to the leased premises. This provision shall not create an obligation to make such repairs.

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

LESSOR and the KIWANIS have executed this instrument by their respective officers duly authorized to execute the same, all as of the ___ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE KIWANIS CLUB

President

Kiwanis Lease Agreement

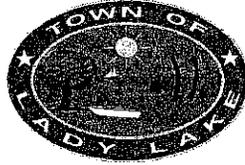
Indemnity. The KIWANIS shall defend, indemnify and hold harmless the TOWN OF LADY LAKE hereinafter "the TOWN" and all of the TOWN's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs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

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Dog Park Association, Inc. for the Rolling Acres Utility Site

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Dog Park Association, Inc. for the Rolling Acres Utility Site

SUMMARY: The Lady Lake Dog Park Association desires to once again renew its lease with the Town of Lady Lake. The dates are the only changes to this document. The Town Attorney has reviewed and approved the lease and insurance.

FISCAL IMPACT: \$419.23 last year for water and \$10.00 revenue for rent. Town pays water.

- Capital Budget
- Operating
- Other (Revenue)

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents:

JS

DEPARTMENT HEAD: *MDS* Submitted: *09/12/16* Date: *09/12/16*

FINANCE DEPARTMENT *pus* Approved as to Budget Requirements Date *9/12/16*

HR *[Signature]* Approved as to Form *9/12/16* Date *9/12/16*

TOWN MANAGER *[Signature]* Approved Agenda Item for: *9/21/16* Date *9/12/16*

COMMISSION ACTION:

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

"DOG PARK" LEASE AGREEMENT

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

RECITALS

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

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

1. Demised Premises. LESSOR hereby grants LESSEE, and LESSEE hereby leases from LESSOR, the Dog Park.
2. Use of Demised Premises. LESSEE shall use the demised premises only for the purpose of operating and managing a Dog Park. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. For purposes of this Agreement, the term "Dog Park" shall mean a fenced area which is used to provide exercise and recreation for unleashed dogs that are under the supervision of their respective owners. LESSEE shall be responsible for establishing appropriate rules and regulations to assure compliance with the terms of this Agreement.
3. Term. This Lease shall be for a two (2) year term, beginning October 1, 2016 and ending on September 30, 2018, unless terminated pursuant to the terms stated herein. Rent. The total annual rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be \$10.00 dollars per year.
4. Maintenance. LESSEE shall be responsible for maintaining any improvements installed by LESSEE (i.e. fences, signs, paths), and shall keep the Dog Park in a clean condition by placing all garbage and solid waste in a waste receptacle on the site on a daily basis, and restoring the Dog Park to a clean and sanitary condition after each use. It shall be the responsibility of LESSEE to contract to have a waste receptacle located on the site. LESSOR agrees to maintain the Dog Park grounds in a manner consistent with other public areas maintained by the TOWN.
5. Alterations. LESSEE shall make no changes or alterations to the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become the property of LESSOR upon the termination of this Lease Agreement.
6. Assignment and Subletting Lease. Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.
7. Insurance. THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC. shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability with minimum policy limits of \$1,000,000 Combined Single

Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.

8. Release, Assumption of Risk and Waiver of Liability. LESSEE hereby acknowledges that there are certain inherent risks and danger associated with the operation of a Dog Park due to the close contact of dogs and their owners, and the limited control of dogs under such conditions. LESSEE further acknowledges and expressly agrees that the foregoing waiver and release is intended to be as broad and inclusive as Florida law allows and that should any portion of this Agreement be held invalid, the balance of the agreement shall continue in full legal force and effect. LESSEE UNDERSTANDS that LESSOR (i) does not intend to and will not supervise those participating in the Dog Park; (ii) does not intend to and will not conduct an investigation of those participating in the Dog Park; (iii) does not warrant the condition or safety of the area to be used for the Dog Park; and (iv) will not give advice on the safe operation of a Dog Park. LESSEE clearly understands that participating in the Dog Park poses inherent dangers, and involves the **risk of serious injury and death**. LESSEE fully and explicitly assumes this risk. LESSEE agrees that it has READ AND **VOLUNTARILY AND KNOWINGLY SIGNED THIS RELEASE, ASSUMPTION OF RISKS, AND WAIVER OF LIABILITY** and LESSEE further agrees that no oral representations, statements, or inducements apart from the foregoing agreement have been made to LESSEE. LESSEE agrees that it has read and understands this document, has executed it freely and voluntarily, has had ample time to seek the advice of legal counsel and has voluntarily waived the right to counsel in the negotiation, preparation, and execution of this Lease Agreement.
9. Hold Harmless and Indemnification. LESSOR shall not be responsible for or liable in any way for any personal or property damage that occurs as a result of LESSEE's operation of the Dog Park. LESSEE shall indemnify and hold harmless the TOWN from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, in connection or association with LESSEE's operation of the Dog Park, including but not limited to either (i) any injury or damage to LESSEE's property, or the property of any of LESSEE's agents, patrons, guests, or invitees; (ii) any negligent or willful act or omission by LESSEE, or any of LESSEE's agents, patrons, guests, or invitees, or (iii) injury to or death of any person or animal or loss or damage to any property.
10. Hours of Operation. The Dog Park shall only be operated from 8:00 A.M. to 12:00 P.M. Monday – Sunday annually. Any variation must be approved in advance by the Town Manager.
11. Conflicts with Other Activities at the Rolling Acres Sports Complex. From time to time, the TOWN authorizes the use of the park for various organized events. Other organized activities scheduled for the Rolling Acres Sports Complex shall take precedence over the Dog Park's operations, and therefore, the Dog Park shall remain closed at such times. The

TOWN Director of Parks and Recreation shall provide LESSEE with prior notification of scheduled events.

12. Parking. It shall be the responsibility of LESSEE to assure that parking for the Dog Park occurs in those areas designated for parking. Failure to enforce parking restrictions shall result in a breach of this Lease Agreement.
13. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intention to terminate the same not less than sixty (60) days before the date of termination. In the event LESSEE shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to LESSEE.
14. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.
15. Failure to Maintain Dog Park in Clean, Safe, and Sanitary Condition, and Failure to Prevent or Correct Nuisance Activities. It shall be the sole responsibility of LESSEE to maintain the Dog Park in a clean, safe and sanitary condition, and to formulate and enforce rules and regulations to assure that activities associated with operation of the Dog Park do not result in a public nuisance, as determined by the Town Commission. Failure to do so shall result in a breach of this Lease Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of this ____ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LESSEE-THE GREATERLADY LAKE DOG PARK ASSOCIATION

PRESIDENT

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

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)

2016-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER ALL IN ONE INSURANCE 526 N US Hwy 441/27 Lady Lake, FL 32159	CONTACT NAME _____
	PHONE (A/C No. Ext): (352) 674-9015 FAX (A/C No.): (352) 674-9037 E-MAIL ADDRESS: bsabotka@bellsouth.net
INSURED THE GREATER LADY LAKE DOG PARK PO BOX 1599 LADY LAKE, FL 32159	INSURER(S) AFFORDING COVERAGE INSURER A: NAUPLIUS INS CO/FIRESTONE
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

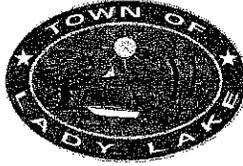
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EXP. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____			NN622830	4/15/16	4/15/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ INCLUDED
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Town of Lady Lake is named as Additional Insured as respects work being performed by the insured under contract ATIMA for General Liability.

CERTIFICATE HOLDER Town of Lady Lake 409 Fennell Road Lady Lake, FL 32159 Phone: 352-751-1511 Fax: 352-751-1514	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Little League for the Guava Street Athletic Complex Fields and Concession Stand

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Little League for the Guava Street Athletic Complex Fields and Concession Stand

SUMMARY: The Little League desires to renew their lease agreement with the Town. The only changes to this document are the dates. The Town Attorney has reviewed the document and insurance prior to it being submitted for your approval.

FISCAL IMPACT: \$1,000.00 – Revenue; Little League pays for concession stand power. Town pays for field lights, irrigation and field maintenance.

- Capital Budget
 - Operating
 - Other (Revenue)
-

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other Support Documents/Contracts Available for Review in Manager's Office

JS

DEPARTMENT HEAD *MD3* Submitted *09/12/16* Date *09/21/16*
FINANCE DEPARTMENT *psw* Approved as to Budget Requirements Date *9/12/16*
HR *[Signature]* Approved as to Form *9/12/16* Date *9/12/16*
TOWN ATTORNEY Approved as to Form and Legality Date _____
TOWN MANAGER *[Signature]* Approved Agenda Item for: *9/21/16* Date *9/12/16*

COMMISSION ACTION:

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

LEASE AGREEMENT
BETWEEN THE TOWN OF LADY LAKE, FL.
AND THE
LADY LAKE LITTLE LEAGUE

THIS AGREEMENT is made this _____ day of _____ 2016, by and between the TOWN OF LADY LAKE, Lady Lake, Florida ("LESSOR"), and the LADY LAKE LITTLE LEAGUE, whose address is P.O. Box 181 Lady Lake FL, 32158.

RECITALS

WHEREAS, LESSOR is the owner of the GUAVA STREET ATHLETIC COMPLEX, which includes four (4) baseball fields and one (1) concession stand/restroom facility;

WHEREAS, LESSEE desires to lease the Concession Stand and the baseball fields subject to the conditions contained here from LESSOR for a two (2) year lease period for the purpose of playing baseball games, conducting baseball practices, hosting baseball camps and instructional clinics, conducting fundraising events and ceremonies related to baseball, and selling concessions to benefit the Lady Lake Little League;

WHEREAS, LESSOR agrees to permit the use of the four (4) baseball fields and the Concession Stand to LESSEE under the terms and conditions set forth herein, for a one (1) year period. LESSEE agrees to relinquish its exclusive use of the baseball fields on Wednesdays and Sundays at which time use of the baseball fields will be coordinated through the Town of Lady Lake Department of Parks & Recreation;

WHEREAS, LESSEE agrees to be responsible for the condition of the concession stand, including, but not limited to cleaning of the premises, as well as the adjoining restrooms. LESSOR agrees that the boardroom of the building may be used by LESSEE for meetings and for the storage of youth baseball equipment and materials;

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

- 1) **Demised Premises.** LESSOR hereby grants to LESSEE, and LESSEE hereby leases from LESSOR, the four (4) Baseball Fields and the Concession Stand located at the Guava Street Athletic Complex. LESSOR hereby grants LESSEE permission to use the boardroom of the building for its meetings and for the storage of youth baseball equipment and materials.
- 2) **Term.** This Lease shall be for a two (2) year term, beginning October 1, 2016 and ending on September 30, 2018 unless otherwise terminated pursuant to the terms stated herein.
- 3) **Rent.** The total rent due from LESSEE to LESSOR during the term of this Lease Agreement shall be five hundred dollars (\$500.00) per season.
- 4) **Payment of Power Bills.** LESSOR has installed a separate electric meter at the Concession Stand. LESSEE shall pay any and all power bills and costs associated with

LESSEE use of the Concession Stand, including but not limited to any connection fees, late payment fees, and other associated costs.

- 5) **Maintenance.** LESSEE shall be responsible for regular maintenance of the interior of the Concession Stand. Specifically, LESSEE shall be responsible for restoring the Concession Stand to a clean and tidy condition after each and every use; removing all garbage and waste from the Concession Stand after each and every use; removing any and all litter from the baseball fields, dugout areas, Press Boxes, and grass areas adjacent to the fields following each and every use, and placing the same in the appropriate receptacles; and cleaning the inside of the Concession Stand restroom facilities during baseball programming. In order to assure compliance with this provision, LESSOR may enter the Concession Stand monthly and inspect the Baseball Fields at any time. LESSOR shall be responsible for maintaining the exterior of the Concession Stand to include painting and pressure washing. Maintenance requests for exterior maintenance from the Little League must be sent via e-mail to the Parks and Recreation Director. The Parks and Recreation Director will drag, mow, fertilize, seed and apply weed control to the fields. The Department will drag and line the field Monday through Friday, except holidays and weather permitting. The Little League has the opportunity to register a board member with the Town as a Town Volunteer to drag and line the fields on weekends or at any time the Department is unable to perform these activities. The Little League has the opportunity to host maintenance activities to the facilities at the baseball fields provided an e-mail has been sent for prior approval of what is to be fixed, maintained or repaired. The Town will provide pest control services at its cost.
- 6) **Repairs.** LESSEE agrees to repair, within a reasonable amount of time, any damages to the fields, dugouts, Press-Box and Concession Stand that have been caused by LESSEE, LESSEE agents, employees, patrons, or invitees. In the event that LESSEE, after written demand of LESSOR, sent via U.S. certified mail, return receipt requested, hereby fails to repair any damages caused and return the damaged premises to its original use within two (2) weeks from receipt of said demand, LESSOR may terminate this Lease as provided herein. In the event of termination of this Lease due to LESSEE'S failure to repair any damages caused, LESSOR may repair said damages and LESSEE hereby agrees to render payment for any costs associated with said repairs, upon demand of same.
- 7) **Alterations.** LESSEE shall make no changes, alterations, or improvements to the real property covered under the terms of this agreement, without the prior written approval of same by LESSOR. Upon the termination of this Agreement, any such changes, alterations, or improvements, excluding personal or non-installed equipment, shall become the property of LESSOR or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.
- 8) **Assignment and Subletting.** LESSEE shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.
- 9) **Insurance.** LESSEE agrees to purchase and provide a Certificate of General Insurance yearly specifically naming and/or listing the TOWN OF LADY LAKE, FLORIDA as an additional insured party to protect LESSOR against any damages which may occur during the time LESSEE occupies or uses said premises whether resulting from personal injuries or damage to the premises or to any person using the premises or any invitee of

LESSEE, including, but not limited to patrons, volunteers, or employees, in an amount not less than One Hundred Thousand and No/100Dollars (\$100,000.00) per person, and Three Hundred Thousand and No/100 Dollars (\$300,000.00) per occurrence. Further, the Certificate of General Insurance shall protect LESSOR against Product Liability damages which may occur during the time LESSEE sells food on the premises. LESSEE shall immediately provide LESSOR proof of insurance for its records by the first registration date of the Spring season as required herein, otherwise LESSOR may terminate this Lease Agreement.

- 10) **Use of Demised Premises; Limitations on Wednesday and Sundays.** LESSEE shall only use the Concession Stand for the purpose of selling concessions for the benefit of the Lady Lake Little League and all activities directly related to baseball programming. LESEEE shall only use the boardroom for its own meetings and the storage of Lady Lake Little League equipment. LESSEE shall use the baseball fields for youth baseball games, practices, fundraising events and ceremonies pertaining to the baseball league, and meetings of the Lady Lake Little League. The Town accepts OPENING DAY and CLOSING DAY CEREMONIES and events as part of the Little League Program. An e-mail or hard copy of the event outline shall be given to the Parks and Recreation Director no less than two weeks before the event. At this time, proof of insurance for HIGH RISK activities to include bounce houses and amusement type activities must have the certificate of insurance naming the Town as the certificate holder. **The certificate must state which rides are covered under the certificate of insurance.** Once the information has been submitted to the Town, the Town Manager, Risk Manager and the Parks and Recreation Director will review the outline and the insurance information. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. LESSEE shall not be entitled to exclusive use of the baseball fields on Wednesday and Sundays, and LESSOR shall be permitted to schedule use of the baseball fields by other organizations pursuant to the Town's regulations governing the same. In the event that LESSEE desires to use one or more of the baseball fields on Wednesdays and Sundays, LESSEE shall coordinate scheduling with the Lady Lake Department of Parks & Recreation.
- 11) **Use of Facilities by LESSOR other than Wednesdays and Sundays.** LESSOR shall be permitted to schedule events at the Guava Street Complex provided such events do not interfere with LESSEE's permitted use of the facility for baseball games, practices, ceremonies, fundraising events, and other permitted activities. In the event LESSOR desires to use the Guava Street Complex or schedule events on days other than Wednesdays and Sundays, LESSOR shall contact LESSEE at least forty five (45) days prior to the event for scheduling clearance, which clearance shall not be unreasonably withheld.
- 12) **Condition of Fields.** LESSEE shall determine whether playing conditions of the ball fields are appropriate for play. In no event shall the Town be responsible for any injury or damage caused by weather or unsuitable playing conditions.
- 13) **Termination.** During the term of this Agreement, either party may terminate this Lease Agreement by delivering written notice via U.S. Certified Mail, return receipt requested, of its intention to terminate the Agreement no less than sixty (60) days prior to the date of termination. In the event LESSEE violates any of the terms and conditions stated herein, LESSOR shall have the right to cancel this Lease Agreement by delivering written notification via U.S. Certified Mail, return receipt requested, to LESSEE specifically detailing any violations. Once written notice of any violation has been received to the then acting President of Lady Lake Little League, Inc., LESSEE will have fourteen (14)

days within which to conform to the agreement and correct the violation to LESSOR's satisfaction. If not, LESSOR may terminate this agreement forthwith.

- 14) **Hold Harmless and Indemnification.** LESSEE agrees to indemnify and hold harmless LESSOR, its agents, employees, or any other person against loss or expense including attorney's fees, by reason of the liability imposed by law upon LESSEE, for damage because of bodily injury, including death, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Lease Agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of its employees or agents or any other person. It is further understood and agreed that the LESSEE shall, at the option of LESSOR, defend LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder, including the cost of appeals associated with any such suit.
- 15) **Entry for Inspection and Repairs.** With the exception of cases of emergency, LESSOR shall provide notification 48 hours in advance prior to entering the leased premises to (i) make inspections, and (ii) if deemed necessary by LESSOR, to make repairs and alterations to the leased premises. This provision shall not create an obligation to make such repairs.
- (16) **Attorney's Fees.** In the event of a dispute between the parties arising out of their relationship or this Agreement, the prevailing party shall be entitled to payment for all attorney's fees and costs (including pre-litigation fees, litigation fees, appellate fees, and bankruptcy fees, if any).

IN WITNESS WHEREOF, LESSOR, AND LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the ____ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE LITTLE LEAGUE

President

Indemnity. The LADY LAKE LITTLE LEAGUE shall defend, indemnify and hold harmless the TOWN of Lady Lake hereinafter “the TOWN” and all of the TOWN’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the LADY LAKE LITTLE LEAGUE, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The LADY LAKE LITTLE LEAGUE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the LADY LAKE LITTLE LEAGUE of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement. Nothing herein shall be construed to extend the TOWN’s liability beyond that provided in section 768.28, Florida Statutes.

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/28/15

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3091508-1

3 09 15

ADDITIONAL NAMED INSURED:

LADY LAKE LL
 JAMES KAROLY
 206 BROOKSTONE LANE

FRUITLAND PARK FL 34731

INSURERS AFFORDING COVERAGE:

INSURER A: LEXINGTON INSURANCE COMPANY

INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Non-Liability)

INSURER C: AIG SPECIALTY INSURANCE COMPANY

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS			
A	X	GENERAL LIABILITY	011225814	1/01/2016	1/01/2017	EACH OCCURRENCE	\$1,000,000		
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X INCL PARTICIPANTS				Property Damage Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$1,000,000	
							SEXUAL ABUSE AGGREGATE	\$2,000,000	
		MEDICAL PAYMENTS				ANY ONE PERSON			
A	X	DIRECTORS & OFFICERS	19330955	1/01/2016	1/01/2017	EACH LOSS	\$1,000,000		
						AGGREGATE	\$1,000,000		
A	X	CRIME COVERAGE	011408717	1/01/2016	1/01/2017	EACH LOSS	\$35,000		
						Crime Deductible: \$250 Property/\$1,000 Money		AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2016	1/01/2017	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. TOWN OF LADY LAKE

INSURED

Little League Baseball Risk Purchasing Group, Inc.
 539 U.S. RT. 15 HIGHWAY
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

**THIS ENDORSEMENT EFFECTIVE: 1/01/2016 AT 12:01 AM
FORMS A PART OF POLICY NO.: 011225814
ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP, INC.
BY: LEXINGTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

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

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.



Authorized Representative



I-10

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Soccer Association for the Rolling Acres Sports Complex Concession Stand

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approve the Renewal of the Lease Agreement between the Town of Lady Lake and the Lady Lake Soccer Association

SUMMARY: The Lady Lake Soccer Association is seeking to continue its lease for the soccer fields and the concession stand for the coming year. The only changes to this document are the dates. The Town Attorney has reviewed the document.

FISCAL IMPACT: \$500 per season

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

ATTACHMENTS: [] Ordinance [] Resolution [] Budget Resolution
[X] Other-Lease Agreement [] Support Documents

DEPARTMENT HEAD Submitted Date
HR [Signature] Approved as to Form 9/12/16 Date 9/12/16
FINANCE DEPARTMENT [Signature] Approved as to Budget Requirements Date 9/12/16
TOWN MANAGER [Signature] Approved Agenda Item for: 9/21/16 Date 9/12/16

COMMISSION ACTION:

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

**LEASE AGREEMENT
BETWEEN
THE TOWN OF LADY LAKE, FL
AND THE
LADY LAKE SOCCER ASSOCIATION**

THIS AGREEMENT is made by and between the TOWN OF LADY LAKE, Florida (hereinafter referred to as "LESSOR"), and the LADY LAKE SOCCER ASSOCIATION, whose address is P.O. Box 99, Lady Lake, Florida 32158 (hereinafter referred to as "LESSEE").

RECITALS

1. LESSOR is the owner of the ROLLING ACRES SPORTS COMPLEX, which includes three (3) soccer fields, a golf driving range, a dog park, a softball field, and a concession stand/restroom facility.
2. LESSEE desires to lease the Concession Stand from LESSOR for a two (2) year lease period for the purpose of selling concessions to benefit the Lady Lake Soccer ASSOCIATION.
3. LESSOR agrees to permit the use of the Concession Stand Soccer Fields to LESSEE under the terms and conditions set forth herein, for a two (2) year period. The use of the soccer fields will be coordinated through the Town of Lady Lake Department of Parks and Recreation.
4. LESSEE has placed a storage shed next to the concession stand for the purpose of storing youth soccer equipment and materials.

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

- (1.) Demised Premises. LESSOR hereby grants LESSEE, and LESSEE hereby leases from LESSOR, the Concession Stand located at the Rolling Acres Sports Complex. LESSOR hereby grants LESSEE permission to place a storage shed at the facility with access from the Soccer Fields.
- (2.) Term. This Lease shall be for a two (2) year term, beginning October 1, 2016, and ending on September 30, 2018 unless otherwise terminated pursuant to the terms stated herein.
- (3.) Rent. The total rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be five hundred dollars (\$500.00) per season.
- (4.) Maintenance. LESSEE shall keep the Concession Stand in a clean condition by removing all garbage and solid waste from the site on a regular basis, and restoring the Concession Stand to a clean and neat condition after each use. In the event that a maintenance issue arises, the Town of Lady Lake shall enter the concession stand premises to survey, assess, and provide remedy if determined to be needed. LESSEE shall place all litter from fields, player bench, and grass areas adjacent to fields in the appropriate receptacles following each use. In the event that LESSEE, after written demand of LESSOR, fails to repair any damages due to its use set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to LESSEE'S failure to repair damages, LESSOR may repair said damage and LESSEE hereby agrees to pay the cost of said repairs, upon demand. LESSOR shall be responsible for maintaining the exterior of the grounds and soccer fields. LESSEE shall be responsible for maintaining the inside of the restroom facilities during soccer programming.

Lady Lake Soccer Association Lease

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

(6.) Insurance. LESSEE agrees to purchase and provide a Certificate of General Insurance, specifically naming/listing the TOWN OF LADY LAKE, FLORIDA as an insured party to protect LESSOR against damages which may occur during the time LESSEE occupies or uses said premises whether resulting from personal injuries or damage to the premises or to any person using the premises or any invitee of LESSEE, including, but not limited to patrons, volunteers, or employees, in an amount not less than \$100,000.00 per person, and \$300,000.00 per occurrence. Further, the Certificate of General Insurance shall protect LESSOR against Product Liability damages which may occur during the time LESSEE sells food on the premises. LESSEE shall immediately provide LESSOR, for its records, proof of insurance as required herein, otherwise LESSOR may terminate this Lease Agreement

(7) Use of Demised Premises; Limitations on Sundays. LESSEE shall only use the Concession Stand for the purpose of selling concessions for the benefit of the Lady Lake Soccer Association and all activities directly related to soccer programming. LESSEE shall only use the concession stand for its own meeting, the storage of Lady Lake Soccer Association equipment and activities directly related to soccer programming. LESSEE shall use the soccer fields for youth soccer games, practices, fundraising events and ceremonies pertaining to the soccer league, and meetings of the Lady Lake Soccer Association. The Town accepts OPENING DAY and CLOSING DAY CEREMONIES and events as part of the Soccer Association Program. An e-mail or hard copy of the event outline shall be given to the Parks and Recreation Director no less than two weeks before the event. At this time, proof of insurance for HIGH RISK activities to include bounce houses and amusement type activities must have the certificate of insurance naming the Town as the certificate holder. **The certificate must state which rides are covered under the certificate of insurance.** Once the information has been submitted to the Town, the Town Manager, Risk Manager and the Parks and Recreation Director will review the outline and the insurance information. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. LESSEE shall not be entitled to exclusive use of the soccer fields on Sundays, and LESSOR shall be permitted to schedule use of the soccer fields by other organizations pursuant to the Town's regulations governing the same. In the event that LESSEE desires to use one or more of the soccer fields on Sundays, LESSEE shall coordinate scheduling with the Lady Lake Department of Parks & Recreation.

(8.) Termination. During the terms of the Lease Agreement, either party may terminate this Lease Agreement by delivering written notice of its intention to terminate the same not less than sixty (60) days prior to the date of termination. In the event LESSEE shall violate any of the terms and conditions stated herein, LESSOR shall have the right to cancel this Lease Agreement forthwith.

(9.) Storage Shed. The Town Commission, at its sole discretion may require that the storage shed be relocated or removed by delivering written notice, to the President of the Lady Lake Soccer Association, not less than fourteen (14) days prior to the date the shed is to be relocated or removed. In the event of exigent circumstances, the Town, at its sole discretion, requires that the shed be relocated or removed within twenty-four (24) hours after providing verbal or written notice to a representative of the Lady Soccer Association.

(10.) Hold Harmless and Indemnification. LESSEE agrees to indemnify and hold harmless LESSOR, its agents, employees, or any other person against loss or expense including attorney's fees, by reason of the liability imposed by law upon LESSOR, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or

Lady Lake Soccer Association Lease

persons, or on account of damage to property arising out of or in consequence of this Lease Agreement, whether such injuries to persons damage to property are due or claim to be due to any negligence of its employees or agents or any other person. It is further understood and agreed that the LESSEE shall, at the option of LESSOR, defend LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder, including the cost of appeals associated with any such suit.

(11.) Utilities. LESSEE shall be responsible for payment of the electrical utility bills incurred through LESSEE'S use of the Rolling Acres Concession Stand. The utility bill shall be paid no later than the due date as stated on the utility bill. A balance shall never be carried into the next billing period.

(12.) Entry for Inspection and Repairs. LESSOR shall have the right to enter the leased premises at least monthly during all reasonable hours to (i) make inspections, and (ii) if deemed necessary by LESSOR, to make repairs and alterations to the leased premises. This provision shall not create an obligation to make such repairs.

(13.) Disclosure of Demographics. The Lessee shall disclose to the Town of Lady Lake the name and addresses of all of the participants registered in the Lady Lake Soccer Association. The demographics shall be disclosed no later than two weeks after a formal request for this information has been submitted to the Lady Lake Soccer Association.

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

LESSOR AND LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the ____ day of _____, 2016.

TOWN OF LADY LAKE

Ruth Kussard, Mayor

Attest:

Kris Kollgaard, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE SOCCER ASSOCIATION

President

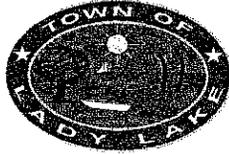
Lady Lake Soccer Association Lease

Indemnity. The LADY LAKE SOCCER ASSOCIATION shall defend, indemnify and hold harmless the TOWN of Lady Lake hereinafter "the TOWN" and all of the TOWN's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the LADY LAKE SOCCER ASSOCIATION, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The LADY LAKE SOCCER ASSOCIATION recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the LADY LAKE SOCCER ASSOCIATION of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement. Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



I-11

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of Approval for the Fall Activities for 2016

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval for the Fall Activities for 2016

SUMMARY: The programs that we have listed are the same as last year. The dates may have changed and the times will be similar, but I am asking for flexibility with the times as I have not formally programmed the events and may find that the times may need to be changed due to various reasons. (See attached for dates.)

The fall season has six activities that will need the services of the Parks and Recreation Department. We will assist the Soccer Association and the Little League with their opening and closing ceremonies, but dates and times have yet to be determined. The opening ceremonies have historically been accepted as part of their programming and have not needed approval from the Town if they do not have activities other than the announcing of the teams or the passing out of awards and trophies. Between the beginning of October and the second Saturday of December, we will have obligations for seven weekends. Needless to say, this is our busiest time of year, but the most fun.

FISCAL IMPACT: (estimated)

- Historical Society Rummage Sale - \$100-overtime-P&R
- Art-in-the-Park - \$300-overtime-P&R per event
- Halloween Party - \$600-supplies and \$400-overtime-P&R
- Christmas Parade - \$500 to \$1,000-supplies, \$800-overtime-P&R, and \$1,200 overtime for Police and Public Works overtime
- Light-Up-Lady Lake - \$4,500-lights, \$500-overtime-P&R, and \$1,000 overtime for Police and Public Works
- Boy Scout Haunted House - Scout run with no Town assistance
- Luminary Night at the Log Cabin - estimated \$900.00 for supplies and \$250 overtime for P&R Staff (first year event)

Please note that many of the supplies for these activities are donated, and the Christmas Parade and Light Up Lady Lake events are the most labor intensive.

Capital Budget
 Operating
 Other (overtime)

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents

DEPARTMENT HEAD *WDB*

Submitted *09/12/16*

Date *09/21/16*

HR *[Signature]*

Approved as to Form *9/12/16*

Date *9/12/16*

FINANCE DEPARTMENT *psw*

Approved as to Budget Requirements

Date *9/12/16*

TOWN MANAGER *[Signature]*

Approved Agenda Item for: *9/12/16*

Date *9/12/16*

COMMISSION ACTION:

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

MEMO

DATE: August 16, 2016
TO: Kris Kollgaard, Town Manager
FROM: Mike Burske, Parks & Recreation Director
SUBJECT: Fall Event Proposal for 2016/2017

The following is a proposed list of the activities and events for this fall. This list includes the Town-sponsored events and the events hosted by different organizations. The events will parallel the same program plan as past years, although this does not reflect the closing day ceremonies for soccer and baseball as they have not given the dates or what activities they intend to program. I will be asking for flexibility with times, but they will remain similar to years past. These are not set in stone at this time.

- Garden Club Plant Sale - will not be held this year.
- Art-in-the-Park on October 1st and 2nd, and January 28th and 29th, 2017
- Not Too Scary Halloween Party on October 22nd
- Historical Society Rummage Sale on November 12th, with rain date of the 19th
- Christmas Parade on December 3rd, with a rain date of December 10th
- Light-Up-Lady Lake on December 9th
- Luminary Night at the Log Cabin on December 15th
- Museum Appraisal Event on January 8th, 2017
- Scout Haunted House (dates to be determined by Scouts)

Thank you.



I-12

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: National Night Out 2016

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval for the Lady Lake Police Department to partner with The Home Depot and co-host National Night Out 2016 for the Town of Lady Lake on October 4, 2016 from 4:00 pm until 7:00 pm.

SUMMARY: The Lady Lake Police Department (LLPD) is requesting to co-host National Night Out with The Home Depot on Tuesday, October 4, 2016 from 4:00 pm until 7:00 pm to heighten crime prevention and enhance safety awareness. This is the 32nd Anniversary of National Night Out and the 4th year that the LLPD would like to organize this community event with our local public safety agencies, businesses and civic groups. This year's event is to be held in the south front parking lot of The Home Depot. Community partners expressing a strong interest in participating at this time include: The Villages Public Safety, the Lake County Fire Department, the Sumter County Sheriff's Office, McDonald's, Cal's Barbershop, The Lion's Club, American Legion Post #347 and our local Seniors vs. Crime office. This event will be staffed by on duty personnel utilizing flex/comp time.

FISCAL IMPACT: 0

- [] Capital Budget
[] Operating
[] Other

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

DEPARTMENT HEAD Submitted Date 09/05/2016
HR Approved as to Form 9-7-16 Date 9-7-16
FINANCE DEPARTMENT Approved as to Budget Requirements Date 9/7/16
TOWN MANAGER Approved Agenda Item for: 9/21/16 Date 9/7/16

Reviewed

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



J-13

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21st, 2016

SUBJECT: Consideration of Proposals from Aztek Systems for Installation/Upgrade of Security Camera Systems for all Town Facilities.

DEPARTMENT: All Town Facilities

STAFF RECOMMENDED MOTION: Approve the proposals from Aztek Systems for the Installation/Upgrade of Security Camera Systems for all Town Facilities.

SUMMARY: As requested by the Town Commission in a previous meeting, staff has received 3 quotes for the installation/upgrade of Security Camera Systems Project. Staff developed a quote sheet with specified Tier 1 non-proprietary equipment for the project and supplied it to the prospective vendors. This would allow "apples to apples" pricing and being fair to all vendors submitting quotes. Two of the quotes received were for identical equipment, one of the quotes received proposed using an alternate proprietary Tier 2 type of equipment. Staff recommends installing the Tier 1 non-proprietary equipment specified in the quote request. Aztek Systems submitted the lowest quote for the specified equipment and has a good current working relationship with the Town, staff recommends approval of their proposal. Funding is proposed utilizing surplus budget funds and Utilities Retained Earnings.

FISCAL IMPACT: Est. \$ 86,873.00

(Transfer funds from PD, Contingency and Retained Earnings) 001-1901-519-3400

- [] Capital Budget
[] Operating
[X] Other- BT16-019

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

[X] Other- Proposal from Aztek Systems [] Support Documents

DEPARTMENT HEAD Submitted Date: 9/07/2016

FINANCE DEPARTMENT Approved as to Budget Requirements Date 9/8/16

TOWN MANAGER Approved Agenda Item for: 9/21/16 Date 9/8/16

COMMISSION ACTION:

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

Quote Summary for Installation/Upgrade of Security Camera Project 2016

Vendor	Received Date	Total Amount
Aztek Systems	8/25/2016	\$86,873.00
Affordable Lock & Security	9/2/2016	\$87,080.95
Star Security *	9/1/2016	\$75,507.00

*alternate proprietary Tier 2 Equipment - not equipment specified

Aztek Systems

Town of Lady Lake Security Camera Upgrade/Installation Project 8/2016

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
Town Hall/PD	3	DS7316HQHISH6TB Hik Vision 16 Channel 6 terra byte HDTV recorders	\$750.00	\$2,250.00		
	3	SAV182D 18 channel 11 amp power supply	\$224.00	\$672.00		
	11	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$1,650.00		
	22	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$3,850.00		
	1	DS2CE16D9TAIRAZH Hik Vision Vary-focal Bullet camera 300' IR 1080P	\$260.00	\$260.00		
	34	Coax Cabling, wiring, etc..	\$81.00	\$2,754.00		
	3	Labor to install DVR's	\$300.00	\$900.00		
	34	Labor to install Camera's	\$200.00	\$6,800.00		
	1	Other -		\$0.00		
						\$19,136.00
Library	3	DS7316HQHISH6TB Hik Vision 16 Channel 6 terra byte HDTV recorders	\$750.00	\$2,250.00		
	3	SAV182D 18 channel 11 amp power supply	\$224.00	\$672.00		
	47	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$8,225.00		
	1	DS2CE16D9TAIRAZH Hik Vision Vary-focal Bullet camera 300' IR 1080P	\$260.00	\$260.00		
	48	Coax Cabling, wiring, etc..	\$91.00	\$4,368.00		
	3	Labor to install DVR's	\$300.00	\$900.00		
	48	Labor to install Camera's	\$300.00	\$14,400.00		
	1	Other -		\$0.00		
					\$31,075.00	
Community Center	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$675.00	\$675.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	2	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$300.00		
	2	DS2CE16D9TAIRAZH Hik Vision Vary-focal Bullet camera 300' IR 1080P	\$260.00	\$520.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$3,018.00	
Concession Stand Guava St	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$700.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$2,478.00	
Concession Stand Rolling Acres Rd	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$700.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
Heritage Park					\$2,478.00	
	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$675.00	\$675.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$600.00		
	1	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$175.00		
	1	NEMA Enclosure with Cooling Fans	\$575.00	\$575.00		
	1	PVC Conduit Pipe	\$150.00	\$150.00		
	5	Coax Cabling, wiring, etc..	\$81.00	\$405.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	5	Labor to install Camera's	\$200.00	\$1,000.00		
	1	Other -		\$0.00		
Fuel Depot behind PD					\$3,979.00	
	1	DS-2CD2142FWD-IS-2.8 Hik Vision Outdoor Dome	\$255.00	\$255.00		
	1	Power over internet adapter	\$64.00	\$64.00		
	1	SD Card- 128 GB	\$128.00	\$128.00		
	1	PVC Box	\$25.00	\$25.00		
	1	PVC Conduit Pipe	\$25.00	\$25.00		
	1	Coax Cabling, wiring, etc..	\$81.00	\$81.00		
	1	Labor to install Camera	\$200.00	\$200.00		
	1	Other -		\$0.00		
Well House #1 - Clay Ave					\$778.00	
	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	3	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$525.00		
	3	Coax Cabling, wiring, etc..	\$81.00	\$243.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	3	Labor to install Camera's	\$200.00	\$600.00		
	1	Other -		\$0.00		
Well House #2 - Arlington Ave					\$2,022.00	
	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	3	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$525.00		
	3	Coax Cabling, wiring, etc..	\$81.00	\$243.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	3	Labor to install Camera's	\$200.00	\$600.00		
	1	Other -		\$0.00		
Well House #3 - PW Complex					\$2,022.00	
	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
	4	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$700.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$2,478.00	
Museum/Train Station	1	DS7308HQBHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$790.00	\$790.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	8	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$1,200.00		
	1	PVC Conduit	\$300.00	\$300.00		
	8	Coax Cabling, wiring, etc..	\$81.00	\$648.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	8	Labor to install Camera's	\$200.00	\$1,600.00		
	1	Other -		\$0.00		
					\$4,937.00	
Log Cabin	1	DS7308HQBHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$790.00	\$790.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$600.00		
	2	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$350.00		
	1	PVC Conduit	\$150.00	\$150.00		
	6	Coax Cabling, wiring, etc..	\$81.00	\$486.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	6	Labor to install Camera's	\$200.00	\$1,200.00		
	1	Other -		\$0.00		
					\$3,975.00	
Driving Range-Rolling Acres Rd	1	DS7204HQBHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders	\$255.00	\$255.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE56D5TVFIT3 Hik Vision Vary-focal Dome camera 165' IR 1080P	\$175.00	\$700.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$2,478.00	
Parks and Rec Building	1	DS7308HQBHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$790.00	\$790.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$600.00		
	1	PVC Conduit		\$0.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$2,913.00	

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
Public Works Complex	1	DS7308HQBH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders	\$675.00	\$675.00		
	1	SAV9D 9 channel 5 amp power supply	\$99.00	\$99.00		
	2	DS2CE16D1TAVFIR3 Hik Vision Vary-focal Bullet camera 130' IR 1080P	\$150.00	\$300.00		
	2	DS2CE16D9TAIRAZH Hik Vision Vary-focal Bullet camera 300' IR 1080P	\$304.00	\$608.00		
	4	Coax Cabling, wiring, etc..	\$81.00	\$324.00		
	1	Labor to install DVR's	\$300.00	\$300.00		
	4	Labor to install Camera's	\$200.00	\$800.00		
	1	Other -		\$0.00		
					\$3,106.00	
						\$86,873.00



352-394-0000
sales@affordablelock.com
Fax: 813-963-0008

Estimate

DATE	QUOTE #	CUST #
9/1/2016	0000105307	0022164

Licenses EG13000564 HCLOC14001

BILL TO

Town Of Lady Lake
409 Fennell Boulevard
Lady Lake FL 32159

SHIP TO

Town Of Lady Lake
409 Fennell Boulevard
Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER		TERMS	SALES PERSON	
Camera Systems Proj.		DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
3.00	Town Hall / PD HIKVISION T7316Q6T DVR, 16 CHAN, 6 TB (DS-7316HQHI-SH-6TB)	1,088.00	3,264.00	
3.00	ALTRONIX SAV182D 18 OUTPUT CCTV PWR SUPPLY 12VDC @ 11 AMPS	205.25	615.75	
11.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	1,601.82	
22.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	4,245.56	
1.00	HIKVISION BL16D9T5ZH OUT IR BULLET, HD1080P, 5-50 MM Z/F, DN, WDR, IP66, HEAT (DS-2CE16D9T-AIRAZH)	294.74	294.74	
34.00	Coax / Siamese Power & Data Wire per Camera	225.00	7,650.00	
34.00	Professional Installation (Per Camera)	80.00	2,720.00	
3.00	Professional Installation (Per DVR / Power Supply)	160.00	480.00	
Library				
3.00	HIKVISION T7316Q6T DVR, 16 CHAN, 6 TB (DS-7316HQHI-SH-6TB)	1,088.00	3,264.00	
3.00	ALTRONIX SAV182D 18 OUTPUT CCTV PWR SUPPLY 12VDC @ 11 AMPS	205.25	615.75	
47.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	9,070.06	
1.00	HIKVISION BL16D9T5ZH OUT IR BULLET, HD1080P, 5-50 MM Z/F, DN, WDR, IP66, HEAT (DS-2CE16D9T-AIRAZH)	294.74	294.74	
48.00	Coax / Siamese Power & Data Wire per Camera	225.00	10,800.00	
48.00	Professional Installation (Per Camera)	80.00	3,840.00	
3.00	Professional Installation (Per DVR / Power Supply)	160.00	480.00	
Community Center				
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP,	100.48	100.48	



Estimate

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 409 Fennell Boulevard
 Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER	TERMS	SALES PERSON	
Camera Systems Proj.	DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
	PTC OUTPUTS		
	115/230VAC INPUT		
2.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR,	145.62	291.24
	IP66 12VD/24VA		
2.00	HIKVISION BL16D9T5ZH OUT IR BULLET, HD1080P, 5-50 MM Z/F, DN, WDR, IP66, HEAT	294.74	589.48
	(DS-2CE16D9T-AIRAZH)		
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00
4.00	Professional Installation (Per Camera)	80.00	320.00
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00
	Concession Stand Guava St.		
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS	100.48	100.48
	115/230VAC INPUT		
4.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	771.92
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00
4.00	Professional Installation (Per Camera)	80.00	320.00
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00
	Concession Stand Rolling Acers Rd.		
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS	100.48	100.48
	115/230VAC INPUT		
4.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	771.92
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00
4.00	Professional Installation (Per Camera)	80.00	320.00



Estimate

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Licenses EG13000564 HCLOC14001

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 Lady Lake FL 32159

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Town Of Lady Lake
 409 Fennell Boulevard
 Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER		TERMS	SALES PERSON	
Camera Systems Proj.		DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
	Heritage Park			
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS	100.48	100.48	
4.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	582.48	
1.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	192.98	
1.00	LOCKABLE PLASTIC NEMA ENCLOSURE WITH FANS APPROXIMATELY 2'x3'x2' BACK MOUNTED TO RAILING	399.95	399.95	
1.00	PVC CONDUIT PIPE & FITTINGS AS NEEDED	200.00	200.00	
5.00	Coax / Siamese Power & Data Wire per Camera	225.00	1,125.00	
5.00	Professional Installation (Per Camera)	80.00	400.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
	Fuel Depot			
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB) // DVR inside building with connection cable routed to box mounted outside of building in single gang weatherproof electrical box with lid	284.83	284.83	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	100.48	100.48	
2.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	291.24	
1.00	PVC CONDUIT PIPE & FITTINGS AS NEEDED	200.00	200.00	
2.00	Coax / Siamese Power & Data Wire per Camera	225.00	450.00	
2.00	Professional Installation (Per Camera)	80.00	160.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	



Estimate

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 Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER	TERMS	SALES PERSON	
Camera Systems Proj.	DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT

Well House #1			
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	100.48	100.48
3.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	578.94
3.00	Coax / Siamese Power & Data Wire per Camera	225.00	675.00
3.00	Professional Installation (Per Camera)	80.00	240.00
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00
Well House #2			
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33
3.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	578.94
3.00	Coax / Siamese Power & Data Wire per Camera	225.00	675.00
3.00	Professional Installation (Per Camera)	80.00	240.00
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00
Well House #3			
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33
4.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	771.92
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00
4.00	Professional Installation (Per Camera)	80.00	320.00



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REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER		TERMS	SALES PERSON	
Camera Systems Proj.		DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
	Museum / Train Station			
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33	
8.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	1,164.96	
1.00	PVC CONDUIT PIPE & FITTINGS AS NEEDED	300.00	300.00	
8.00	Coax / Siamese Power & Data Wire per Camera	225.00	1,800.00	
8.00	Professional Installation (Per Camera)	80.00	640.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
	Log Cabin			
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33	
4.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	582.48	
2.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	385.96	
1.00	PVC CONDUIT PIPE & FITTINGS AS NEEDED	200.00	200.00	
6.00	Coax / Siamese Power & Data Wire per Camera	225.00	1,350.00	
6.00	Professional Installation (Per Camera)	80.00	480.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
	Driving Range / Rolling Acres Rd			
1.00	HIKVISION T7204G2T DVR, 4 CHAN, 2 TB (DS-7204HGHI-SH-2TB)	284.83	284.83	

**Estimate****DATE**

9/1/2016

QUOTE #

0000105307

CUST #

0022164

Licenses EG13000564 HCLOC14001

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409 Fennell Boulevard
Lady Lake FL 32159

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Town Of Lady Lake
409 Fennell Boulevard
Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER		TERMS	SALES PERSON	
Camera Systems Proj.		DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33	
4.00	HIKVISION TR56D5TV ANALOG CAMERA, DOME, HD1080P 28 (DS-2CE56D5T-VFIT3)	192.98	771.92	
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00	
4.00	Professional Installation (Per Camera)	80.00	320.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
Parks & Rec Building				
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33	
4.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	582.48	
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00	
4.00	Professional Installation (Per Camera)	80.00	320.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	
Public Works Complex				
1.00	HIKVISION T7308Q4T DVR, 8 CHAN, 4 TB (DS-7308HQHI-SH-4TB)	768.00	768.00	
1.00	ALTRONIX SAV9D 9 OUTPUT CCTV POWER SUPPLY 12VDC @ 5 AMP, PTC OUTPUTS 115/230VAC INPUT	99.33	99.33	
2.00	HIKVISION BL16D1TV OUT BULLET HD1080P, 2.8-12MM, 40M/IR D/N, DWDR, SMART IR, IP66 12VD/24VA	145.62	291.24	
2.00	HIKVISION BL16D9T5ZH OUT IR BULLET, HD1080P, 5-50 MM Z/F, DN, WDR, IP66, HEAT (DS-2CE16D9T-AIRAZH)	294.74	589.48	



Estimate

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 Lady Lake FL 32159

REMIT TO ADDRESS: Po Box 31261 Tampa FL 33631-3261

P.O. NUMBER		TERMS	SALES PERSON	
Camera Systems Proj.		DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
4.00	Coax / Siamese Power & Data Wire per Camera	225.00	900.00	
4.00	Professional Installation (Per Camera)	80.00	320.00	
1.00	Professional Installation (Per DVR / Power Supply)	160.00	160.00	

NOTE:

* Any & All Permit Costs will be invoiced in addition to this estimate plus 10% management fee

** All 110V Outlets or High Voltage Work Required to complete the Low Voltage Security included on this estimate will be invoiced in addition to this estimate plus 10% management fee.

*** Zero 'Interior' Fire wall / block wall penetrations are included on this estimate, during walk through it was said all attics are open with easy access over walls or through existing chases, if interior building penetrations are required at any location \$60 each (sleeved & fire caulked or just fire caulked) will be invoiced as a change order noting the address & which cameras required it.

**** Conduit is only included on specific sites as noted above, if conduit is required on any other sites or any material not listed above is required a separate invoice / change order will be made. We will ask before proceeding.

***** DVR setup includes temporary monitor to verify function of cameras with screen shot picture emailed as proof & during setup we will set cameras on 24/7 recording, no networking included, any networking will be invoiced in addition to this estimate @ \$100 per hour.

***** This estimate includes 1 return visit to each site for camera re-adjustment, thereafter normal commercial rates apply.

***** All Labor to be completed between the hours of 8:30am-5pm Mon.-Fri.



Estimate

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P.O. NUMBER	TERMS	SALES PERSON	
Camera Systems Proj.	DUE ON COMPLETION	Doug Hotaling, CML CA	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT

// if after hours or weekends are required labor will be billed at 1.5 the labor rate per hour.

Please acknowledge your acceptance by signing below and faxing/emailing a copy to us.

Signature of acceptance: _____

Date _____

Please print name: _____

Note: A 50% deposit is due upon approval. Any cancellations after acceptance will be subject to a 50% restocking fee on material. Estimate is valid for 30 days. Any unforeseen circumstances will be disclosed to owner and a change order executed.

TOTAL

\$87,080.95



September 1, 2016

Town of Lady Lake Security Camera Upgrade/Installation Project 8/2016

Job Description:

Install/upgrade security cameras, wiring and connectors, video recording equipment, and other required materials with an emphasis on end-user education needed to provide a turnkey operation to 14 locations needing surveillance as specified by Lady Lake officials.

Equipment:

We will be utilizing Hik Vision equipment distributed by LT Security Inc. or LTS. LTS is a leader in video surveillance solutions, and is a U.S.-based company offering original equipment from Hik Vision and other industry leaders. LTS has become an industry leader by focusing on enhancing image quality, nighttime capability, and user functionality through their exclusive custom firmware releases. They also offer U.S.-based technical support, **complete UL listed equipment**, and a software development team focusing on development of their own custom firmware. Comparison spec sheets of Hik Vision model numbers and LTS model numbers have been provided for your perusal.

We cover the entire installation with a 3-year warranty on all equipment and a 1-year warranty on workmanship.

Conditions:

Equipment ordering will commence once Star Security has received a purchase order from the Town of Lady Lake and work will continue until all 14 locations are completed to Lady Lake officials' satisfaction. Pricing in the proposal has been broken down per location and upon each location's completed installation, payment for that location is due in full. Warranties do not cover acts-of-God, i.e. lightning/power surge damage.

About Us:

My Star Alarm LLC, dba Star Security, is a locally owned, family operated business with over 30 years' combined expertise in surveillance and security systems. We hold all applicable state, county, and city licenses/certifications in-house, and pride ourselves on the outstanding level of customer support and education we provide to our clients. References are available upon request. If awarded the job, we are very interested in negotiating an ongoing service contract to maintain the effectiveness and integrity of all installed equipment.

This proposal was created by Laurie MacKillip and Rick Breese.

Star Security

Town of Lady Lake Security Camera Upgrade/Installation Project 8/2016 Star Security

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
Town Hall/PD	3	DS7316HQHISH6TB Hik Vision 16 Channel 6 terra byte HDTV recorders (LTS LTD8416T-ST/PC-HD-6TB)	\$1,298.00	\$3,894.00		
	3	SAV182D 18 channel 11 amp power supply (LTS DV-AT1212AD18P)	\$78.00	\$234.00		
	11	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$1,650.00		
	22	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$6,116.00		
	1	DS2CE16D9TAIRAZH Hik Vision Varifocal Bullet camera 300' IR 1080P (LTS LTCMHR6123DWA)	\$378.00	\$378.00		
	1	Coax Cabling, wiring, etc..	\$960.00	\$960.00		
	3	Labor to install DVR's	\$115.00	\$345.00		
	34	Labor to install Camera's	\$115.00	\$3,910.00		
	1	Other -		\$174.00		
						\$17,661.00
Library	3	DS7316HQHISH6TB Hik Vision 16 Channel 6 terra byte HDTV recorders (LTS LTD8416T-ST/PC-HD-6TB)	\$1,298.00	\$3,894.00		
	3	SAV182D 18 channel 11 amp power supply (LTS DV-AT1212AD18P)	\$78.00	\$78.00		
	47	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$13,066.00		
	1	DS2CE16D9TAIRAZH Hik Vision Varifocal Bullet camera 300' IR 1080P (LTS LTCMHR6123DWA)	\$378.00	\$378.00		
	1	Coax Cabling, wiring, etc..	\$1,296.00	\$1,296.00		
	3	Labor to install DVR's	\$115.00	\$345.00		
	48	Labor to install Camera's	\$115.00	\$5,520.00		
	1	Other -		\$174.00		
					\$24,751.00	
Community Center	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST/PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	2	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$300.00		
	2	DS2CE16D9TAIRAZH Hik Vision Varifocal Bullet camera 300' IR 1080P (LTS LTCMHR6123DWA)	\$378.00	\$756.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
1	Other -		\$174.00			
					\$2,757.00	
Concession Stand Guava St	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$1,112.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,343.00	
Concession Stand Rolling Acres Rd	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$1,112.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,343.00	
Heritage Park	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST-PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$600.00		
	1	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$278.00		
	1	NEMA Enclosure with Cooling Fans	\$800.00	\$800.00		

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
	1	PVC Conduit Pipe	\$250.00	\$250.00		
	1	Coax Cabling, wiring, etc..	\$135.00	\$135.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	5	Labor to install Camera's	\$115.00	\$575.00		
	1	Other -		\$174.00		
					\$3,771.00	
Fuel Depot behind PD	1	DS-2CD2142FWD-IS-2.8 Hik Vision Outdoor Dome (LTCMP7442W-28M)	\$298.00	\$298.00		
	1	Power over internet adapter (LTS 9ltpoe-II00GH)	\$58.00	\$58.00		
	1	SD Card- 128 GB	\$80.00	\$80.00		
	1	PVC Box	\$20.00	\$20.00		
	1	PVC Conduit Pipe	\$150.00	\$150.00		
	1	Coax Cabling, wiring, etc..	\$36.00	\$36.00		
	1	Labor to install Camera	\$115.00	\$115.00		
	1	Other -		\$174.00		
					\$931.00	
Well House #1 - Clay Ave	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	3	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$834.00		
	1	Coax Cabling, wiring, etc..	\$81.00	\$81.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	3	Labor to install Camera's	\$115.00	\$345.00		
	1	Other -		\$174.00		
					\$1,923.00	
Well House #2 - Arlington Ave	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	3	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$834.00		
	1	Coax Cabling, wiring, etc..	\$81.00	\$81.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	3	Labor to install Camera's	\$115.00	\$345.00		
	1	Other -		\$174.00		
					\$1,923.00	
Well House #3 - PW Complex	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$1,112.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,343.00	
Museum/Train Station	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST-PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	8	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$1,200.00		
	1	PVC Conduit	\$250.00	\$250.00		
	1	Coax Cabling, wiring, etc..	\$216.00	\$216.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	8	Labor to install Camera's	\$115.00	\$920.00		
	1	Other -		\$174.00		
					\$3,719.00	
Log Cabin	1	DS7308HQHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST-PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$600.00		

Facility	Quantity	Unit	Unit Price	Sub-Total	Facility Total	Project Total
	2	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$556.00		
	1	PVC Conduit	\$250.00	\$250.00		
	1	Coax Cabling, wiring, etc..	\$162.00	\$162.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	6	Labor to install Camera's	\$115.00	\$690.00		
	1	Other -		\$174.00		
					\$3,391.00	
Driving Range-Rolling Acres Rd	1	DS7204HGHISH2TB Hik Vision 4 Channel 2 terra byte HDTV recorders (LTD 8304-ET/PC-HD-2TB)	\$308.00	\$308.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE56D5TVFIT3 Hik Vision Varifocal Dome camera 165' IR 1080P (LTS LTCMHR9923DW)	\$278.00	\$1,112.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,343.00	
Parks and Rec Building	1	DS7308HGHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST-PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	4	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$600.00		
	1	PVC Conduit	\$250.00	\$250.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,551.00	
Public Works Complex	1	DS7308HGHISH4TH Hik Vision 8 Channel 4 terra byte HDTV recorders (LTS LTD8308T-ST-PC-HD-SATA4T)	\$778.00	\$778.00		
	1	SAV9D 9 channel 5 amp power supply (DV-AT1209A-D9P)	\$66.00	\$66.00		
	2	DS2CE16D1TAVFIR3 Hik Vision Varifocal Bullet camera 130' IR 1080P (LTS LTCMHT1623A)	\$150.00	\$300.00		
	2	DS2CE16D9TAIRAZH Hik Vision Varifocal Bullet camera 300' IR 1080P (LTS LTCMHR6123DWA)	\$378.00	\$756.00		
	1	Coax Cabling, wiring, etc..	\$108.00	\$108.00		
	1	Labor to install DVR's	\$115.00	\$115.00		
	4	Labor to install Camera's	\$115.00	\$460.00		
	1	Other -		\$174.00		
					\$2,757.00	
						\$75,507.00



K-14

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21st, 2016

SUBJECT: Consideration of Interlocal Agreement with Lake County to Transfer Jurisdiction of a Portion of Teague Trail and Oak Street.

DEPARTMENT: Public Works - Streets

STAFF RECOMMENDED MOTION: Approve the Interlocal Agreement with Lake County for Transfer of Jurisdiction of a Portion of Teague Trail and Oak Street to the Town of Lady Lake.

SUMMARY: The two roads referenced in this agreement were a part of a road realignment project previously performed in coordination with the Town by Lake County. Staff discovered formal transfer of jurisdiction was not performed as intended at that time. The agreement clarifies maintenance and jurisdiction responsibilities to the Town of Lady Lake. This agreement has been reviewed and approved by the Town Attorney.

FISCAL IMPACT: N/A

- Capital Budget
- Operating
- Other-

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other- Interlocal Agreement with Lake County Support Documents

DEPARTMENT HEAD  Submitted **Date:** 9/07/2016

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

TOWN MANAGER  Approved Agenda Item for: 9/12/16 **Date** 9/8/16

COMMISSION ACTION:

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

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE TOWN OF LADY LAKE TO
TRANSFER JURISDICTION OF A PORTION OF
TEAGUE TRAIL AND OAK STREET

THIS INTERLOCAL AGREEMENT is made this day by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the Town of Lady Lake, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Town," to transfer jurisdiction of a portion of Teague Trail and Oak Street.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement; and

WHEREAS, Teague Trail, formerly known as a portion of County Road 25, runs from US Highway 27/441 to Oak Street within the Town limits; and

WHEREAS, Oak Street runs from Rolling Acres Road to County Road 25 within the Town limits; and

WHEREAS, it is in both the County and Town's best interest to transfer the ownership and maintenance responsibilities associated with a portion of Oak Street and Teague Trail from the County to the Town.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment 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. County Obligations.

A. In accordance with Section 335.0415, Florida Statutes, County shall transfer any and all ownership interests and maintenance responsibilities that County may have in Teague Trail between US Highway 27/441 and Oak Street, as identified in **Exhibit A**, attached hereto and

incorporated herein by reference, to the Town, effective on the date the last party hereto executes this Agreement (“Effective Date”).

B. In accordance with Section 335.0415, Florida Statutes, County shall transfer and hereby does transfer any and all ownership interests that County may have in Oak Street between North Clay Avenue and County Road 25, as identified in **Exhibit B**, attached hereto and incorporated herein by reference, to the Town, effective on the date the last party hereto executes this Agreement (“Effective Date”). The County reserves public access to the County water retention area recorded in Official Records Book 2055, Page 761, also identified in Exhibit B. The Town hereby accepts maintenance responsibilities for this portion of Oak Street, and will continue to maintain Oak Street as necessary in the future.

3. Town Obligations. The Town shall accept any and all of County’s ownership interest and maintenance responsibilities of the portion of Teague Trail and Oak Street as identified in **Exhibits A and B**, respectively, upon the effective date of this Agreement in accordance with the provisions of Section 335.0415, Florida Statutes.

4. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

5. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

cc: Road Operations Manager
P.O. Box 7800
Tavares, Florida 32778

TOWN

Town Manager
409 Fennell Boulevard
Lady Lake, FL 32159

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

6. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

7. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

8. **Effective Date.** This Agreement shall become effective on the date the last party hereto executes the document.

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 by and through its Chairman, duly authorized to execute the same and by the Town of Lady Lake, signing by and through its duly authorized representative to execute the same.

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
LAKE COUNTY, FLORIDA

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

This ____ day of _____, 2016.

Approved as to Form & Legality:

Melanie Marsh
County Attorney

Interlocal Agreement Between Lake County, Florida and the Town of Lady Lake to Transfer Jurisdiction of a Portion of Teague Trail and Oak Street

TOWN OF LADY LAKE

Print Name: _____

Title: _____

ATTEST:

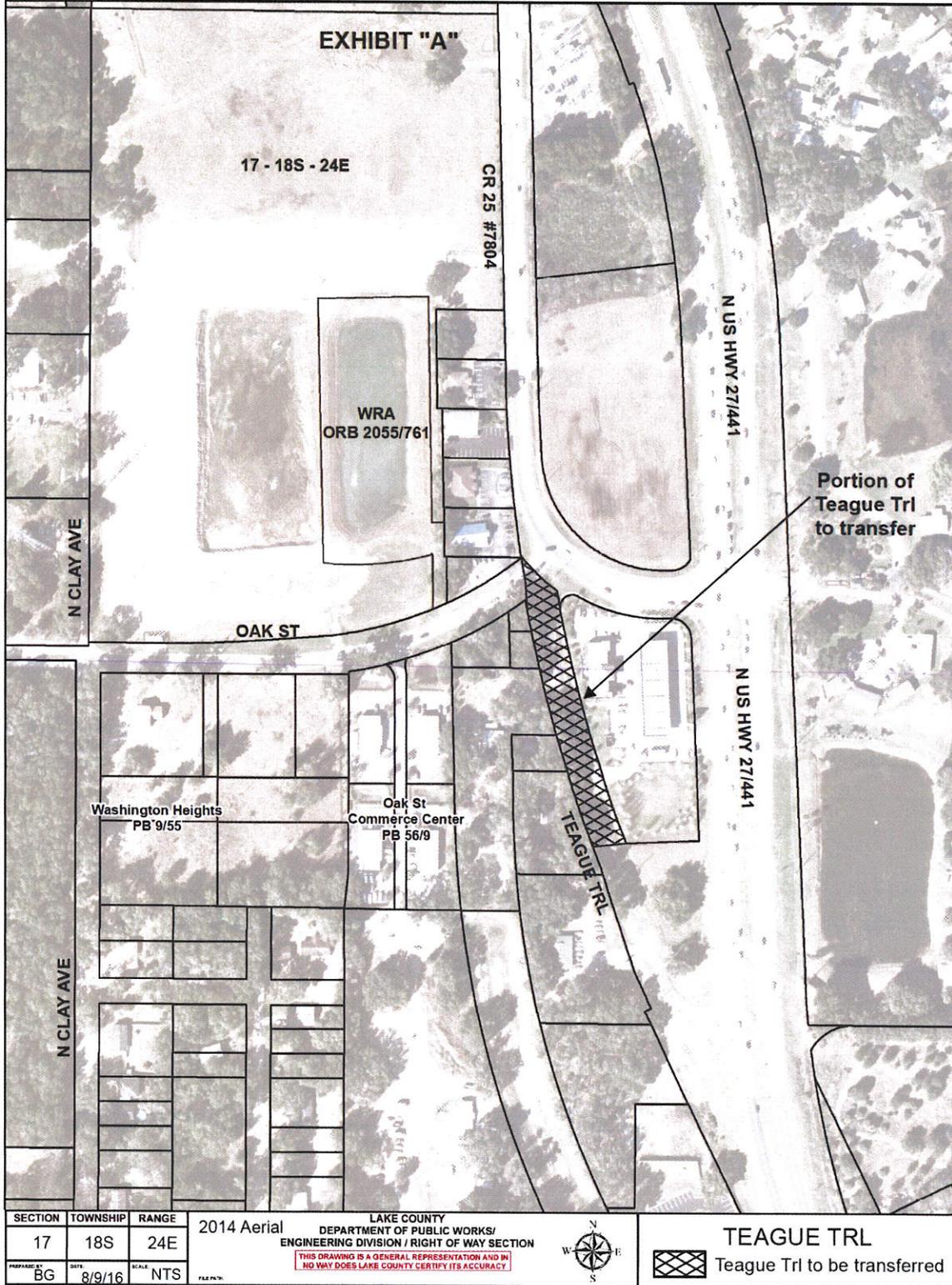
This ____ day of _____, 2016.

Town Clerk

Approved as to Form and Legality:

Town Attorney

EXHIBIT A – TEAGUE TRAIL



SECTION	TOWNSHIP	RANGE
17	18S	24E
PREPARED BY	DATE	SCALE
BG	8/9/16	NTS

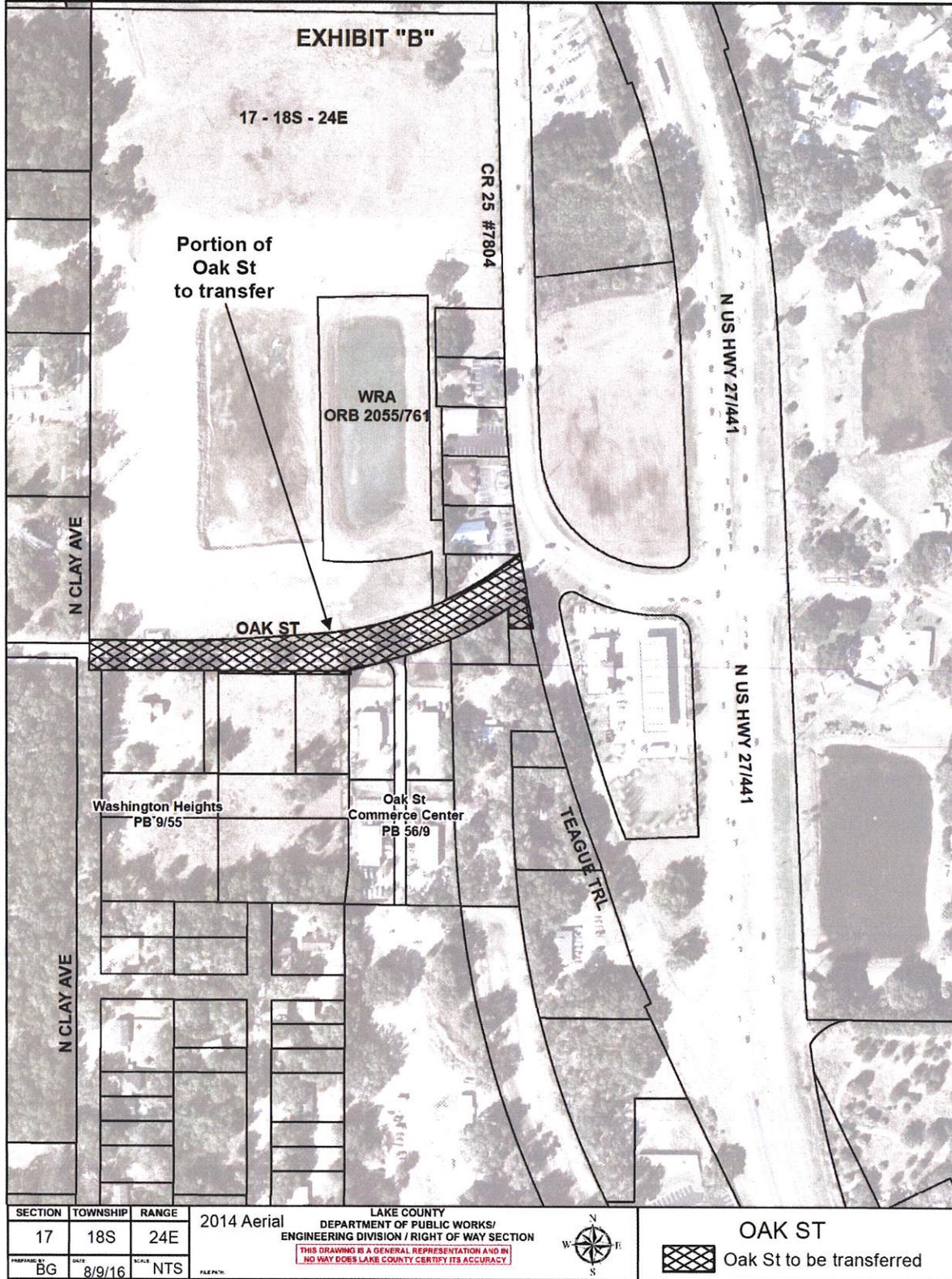
2014 Aerial
 LAKE COUNTY
 DEPARTMENT OF PUBLIC WORKS/
 ENGINEERING DIVISION / RIGHT OF WAY SECTION
 THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY



TEAGUE TRL
 Teague Trl to be transferred

G:\Workgroups\ROW\Becky\Misc\Oak St_CR25 Exhibit A - Teague Trl.mxd S:\PW Arcview\ArcView Projects\Becky\Misc\Oak St_CR25 Exhibit A - Teague Trl.pdf

EXHIBIT B – OAK STREET



SECTION	TOWNSHIP	RANGE
17	18S	24E
PREPARED BY: BG	DATE: 8/9/16	SCALE: NTS

2014 Aerial
 LAKE COUNTY
 DEPARTMENT OF PUBLIC WORKS/
 ENGINEERING DIVISION / RIGHT OF WAY SECTION
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.



OAK ST
 Oak St to be transferred



K-15

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration to Invest \$8,590.00 for CEI Services from Neel-Schaffer Engineering for the Driving Range Parking Lot Project

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Invest \$8,590.00 for CEI Services from Neel-Schaffer Engineering for the Driving Range Parking Lot Project

SUMMARY: The Town has already invested in the design for the Driving Range parking lot project. As it is time to begin construction, we are asking to invest \$8,590.00 for Neel-Schaffer Engineering Inc. to conduct Construction, Engineering and Inspection (CEI) services for the project. To date, we are looking into the option of piggy-backing off of a construction project conducted by the City of Ocala. If we are unable to, then we will put this project out to bid. Either way, we need to start the process of beginning the permitting process with SJRWMD.

FISCAL IMPACT: 8,590.00 for CEI services and \$490.00 for SJRWMD permit application fee.

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other

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

DEPARTMENT HEAD *MDB*

Submitted *09/12/16*

Date *09/21/16*

HR *[Signature]*

Approved as to Form *9/12/16*

Date *9/12/16*

FINANCE DEPARTMENT *paw*

Approved as to Budget Requirements

Date *9/12/16*

TOWN MANAGER *[Signature]*

Approved Agenda Item for: *9/21/16*

Date *9/12/16*

COMMISSION ACTION:

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

August 17, 2016

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

Re: LETTER AGREEMENT TO PROVIDE ENGINEERING CONSTRUCTION AND PERMITTING SERVICES FOR THE DRIVING RANGE PARKING LOT IMPROVEMENTS LOCATED AT ROLLING ACRES RECREATIONAL SITE, LADY LAKE, FLORIDA.

Dear Mike:

Neel-Schaffer is pleased to offer Professional Engineering Services including construction quality control and a SJRWMD permit modification for the above referenced project. The fee proposal outlined below presents the scope of work, estimated fees, and completion schedule for the aforementioned services. It is understood that this work will be performed as part of a separate construction contract and will not be bid by the Town.

Scope of Services

Field Visits and Administration

Upon execution of a contract between the Town and Contractor, the Engineer will provide a Notice to Proceed and set a pre-construction meeting between the Town, Engineer and Contractor. Administration services will include conducting the pre-construction meeting and performing site visits. Those visits will include the pre-construction meeting, an intermediate progress meeting, a substantial inspection and a final inspection. Other services will include reviewing and approving shop drawings, material testing results, stormwater BMP inspection and pay request.

SJRWMD Permitting Modification

Design of the parking improvements requires modifying the Lake County SJRWMD permit no. 42348-2. This task involves preparing the permit application and related ICPR computer modeling effort. The completed application will be signed by Lake County officials and be submitted by NSI. This task also includes correspondence with SJRWMD staff and responses to one RFI. The permit application fee of \$490 will be paid separately by the Town.

Engineering Design Fee and Schedule

The lump sum fee of **\$8,590.00** is based upon the above tasks, Tables 1 & 2 and the terms and conditions of the CCNA contract between Neel-Schaffer, Inc. and the Town of Lady Lake. Fees will be submitted monthly upon percent completion and in accordance with the lump sum method

Mr. Mike Burske
August 17, 2016
Page 2 of 2

described in the CCNA Contract. Should additional services beyond the scope of this contract be necessary, additional fee may be required. The lump sum fee cannot be increased unless approved by the Town Commission in writing. The construction period for this project is 45 days for substantial completion and 60 days for final completion.

We appreciate the opportunity to provide these services and look forward to working with you on this project. Please let me know if additional information is required. If this proposal is satisfactory; please print, sign and mail the original to our office.

Sincerely,
Neel-Schaffer, Inc.



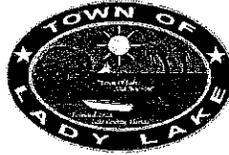
Steven R. Cockerham, P.E.
Senior Project Manager

Accepted:

Signature: _____

Date: _____

Name/Title: _____



K-16

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Consideration of a Request by the Lady Lake Little League for Them to Partner with Kevin Yoakum to Provide Concessions while the Concession Stand is Being Constructed

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval of a Request by the Lady Lake Little League for Them to Partner with Kevin Yoakum to Provide Concessions while the Concession Stand is Being Constructed

SUMMARY: The Lady Lake Little League has asked that Kevin Yoakum be approved to use his food trailer to sell concessions while the concession stand is being torn down and reconstructed. Please keep in mind that Kevin Yoakum is a Town employee, but will be doing this on his off hours and will not be wearing a Town uniform while providing concessions. It is my understanding that there will be a 10% split given to the Little League. Mr. Yoakam has provided all necessary insurance which has been approved by our Risk Manager.

FISCAL IMPACT: N/A	<input type="checkbox"/> Capital Budget
	<input type="checkbox"/> Operating
	<input type="checkbox"/> Other

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other-Lease Agreement Support Documents

DEPARTMENT HEAD <i>NDJ</i>	Submitted <i>09/12/16</i>	Date <i>09/21/16</i>
HR <i>[Signature]</i>	Approved as to Form <i>9/12/16</i>	Date <i>9/12/16</i>
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN MANAGER <i>[Signature]</i>	Approved Agenda Item for: <i>9/21/16</i>	Date <i>9/21/16</i>

COMMISSION ACTION:

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

Food service



Mike Burske
Thu 9/8/2016 2:38 PM

Mark as unread

He has the insurance so that is not a problem. Will get with Tia...mike



Kris Kofgaard
Thu 9/8/2016 2:33 PM



Mike Burske
Thu 9/8/2016 1:35 PM

REPLY REPLY ALL FORWARD



Jimmy Karoly <lillyankees2@yahoo.com>
Thu 9/8/2016 1:17 PM
Inbox

Mark as unread

To: Mike Burske;

You forwarded this message on 9/8/2016 1:35 PM.

I would like to see if lady lake little Leauge can use Greg yokum as a food service on Saturdays during our fall season. Due to the building of our new concession stand . Thankyou James Karoly (president)

Sent from Yahoo Mail for iPhone



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thomas Insurance Services, LLC 3235 US HIGHWAY 441/27 STE A		CONTACT NAME: Kelly House PHONE (A/C, No, Ext): (352) 326-8021 FAX (A/C, No): (352) 365-2849 E-MAIL ADDRESS: Kelly@ThomasInsServ.com	
FRUITLAND PARK FL 34731-4491		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: SOUTHERN OWNERS INSURANCE 10190	
INSURED YOAKUM B QUING, LLC 208 W LADY LAKE BLVD LADY LAKE FL 32159-4326		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72500209	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

FOOD TRUCK EVENT - Lady Lake Little League Concessions

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Search mail and people

<No Subject>

New mail

INBOX CONVERSATIONS BY DATE

Mike Burske

Favorites

Inbox 1

Sent Items

Deleted

Mike Burske

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MAILER-DAEMON ⓧ
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K-17

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL COMMISSION MEETING DATE: Sept. 21, 2016

SUBJECT: Approval of the Contract with M.T. Causley, Inc., for Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake.

DEPARTMENT: Growth Management (Building Division)

STAFF RECOMMENDED MOTION:

Approval of the Contract with M.T. Causley, Inc., for Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake.

SUMMARY

On September 7, 2016, the Lady Lake Town Commission approved awarding a Service Contract to M.T. Causley, LLC, for Building Official Services, Plan Review, Inspections and Related Support Services, based upon the results and recommendations in response to RFP 2016-0005. At this time that contract has been prepared for your review and approval, should you feel it that it is in a form which satisfies the Town Commission.

Under the proposed contract, the Town will be billed in accordance to the attached fee schedule, Exhibit "B", as submitted by M.T. Causley, LLC, in response to RFP 2016-0005. However, it has been agreed upon that the annual cap for services under this contract will not exceed \$160,000 dollars. In the budget that has been prepared for Fiscal Year 2016/2017, the line item for building inspection services has been established in the amount of \$160,000; therefore, the manner in which the proposed contract has been prepared, the Town is assured that costs for these services will be at or below budget.

The Town Attorney, Finance Director, and Human Resources Director have reviewed the contract as proposed and has approved to form for the Town Commission's consideration.

FISCAL IMPACT: \$ TBD/up to a maximum of \$160,000

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other – Contract for Building Services

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

DEPARTMENT HEAD	<i>[Signature]</i>	Submitted	9/14/16	Date
FINANCE DEPARTMENT	<i>psw</i>	Approved as to Budget Requirements	9/14/16	Date
TOWN ATTORNEY		Approved as to Form and Legality		Date
TOWN MANAGER	<i>AS for dia/kk</i>	Approved Agenda Item for:	9/14/16	Date

- BOARD ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Continued to Date Certain
 Approved with Modification

1 d. **Termination.**

2
3 i. Termination at Will: This Agreement may be terminated by the TOWN or
4 CONSULTANT at any time without cause by giving written notice not less than
5 30 days prior to the date of termination; provided that this provision shall not
6 relieve either party from its obligations of this Agreement through the date of the
7 actual termination. At the time of termination, services shall be proportionally
8 paid to the CONSULTANT as provided herein for services rendered through the
9 date of termination. Said notice shall be delivered by certified mail, return receipt
10 requested, or in person with proof of delivery.

11
12 ii. Termination for Cause: This Agreement may be terminated by either party for
13 cause by the TOWN or the CONSULTANT giving written notice to the other party
14 not less than 15 days prior to the date of termination; provided that this provision
15 shall not relieve either party from its obligations of this Agreement through the
16 date of the actual termination. At the time of termination, services shall be
17 proportionally paid to the CONSULTANT as provided herein for services rendered
18 through the date of termination. Said notice shall be delivered by certified mail,
19 return receipt requested or in person with proof of delivery.

20
21 e. **Contact and Management.** The Project Manager for the CONSULTANT shall be Mark
22 Ogles, Principal of M.T. Causley, LLC (or his successor). The contact for the TOWN
23 shall be Thad Carroll, Growth Management Director (or his successor).

24
25 f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent
26 certified mail to:

27
28 TOWN: TOWN OF LADY LAKE
29 Attention: Thad Carroll, Growth Management Director
30 409 Fennell Boulevard
31 Lady Lake, FL 32159

32
33 CONSULTANT: M.T. CAUSLEY, LLC
34 Attention: Michael T. Causley
35 97 NE 15th Street
36 Homestead, FL 33030

37 g. **Insurance.**

38
39 1) The CONSULTANT shall maintain throughout this Agreement the following
40 insurance:

41
42 i. Comprehensive General Liability insurance in the amount of one million dollars
43 (\$1,000,000);

44
45 ii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles
46 used in connection with the operations of the CONSULTANT, in an amount not

1 less than five hundred thousand dollars (\$500,000) combined single limit per
2 occurrence for bodily injury and property damage with the TOWN as an additional
3 named insured;and
4

5 iii. Workers' Compensation Insurance for all employees of the CONSULTANT as
6 required by Florida Statutes. A Waiver of Subrogation in favor of the Town of
7 Lady Lake, Florida and its members, officers and employees shall be endorsed
8 onto the Workers' compensation policy.
9

10 2) The Town of Lady Lake, Florida and its members, officers and employees shall be an
11 additional insured on those insurance coverages/policies listed above except Workers'
12 Compensation.
13

14 3) The insurance coverage required shall include those classifications, as listed in standard
15 liability insurance manuals, which most nearly reflect the operations of the
16 CONSULTANT.
17

18 4) The CONSULTANT shall ensure that all insurance policies required by this section are
19 issued by companies with either of the following qualifications:
20

21 i. The company must be (1) authorized by subsisting certificates of authority by
22 the Department of Insurance of the State of Florida or (2) an eligible surplus lines
23 insurer under Florida Statutes. In addition, the insurer must have a Best's Rating
24 of "B+" or better according to the latest edition of Best's Key Rating Guide,
25 published by A.M. Best Company; or
26

27 ii. With respect only to the Workers' Compensation Insurance, the company must be
28 (1) authorized as a group self-insurer pursuant to Florida Statutes or (2)
29 authorized as a commercial self-insurance fund pursuant to Florida Statutes.
30

31 5) Neither approval nor failure to disapprove the insurance furnished by the
32 CONSULTANT to the TOWN shall relieve the CONSULTANT of the
33 CONSULTANT'S full responsibility to provide insurance as required under this
34 Agreement.
35

36 6) The CONSULTANT shall be responsible for assuring that the insurance remains
37 in force for the duration of this Agreement, including any and all option years that
38 may be granted to the CONSULTANT. The certificate of insurance shall contain
39 the provision that the TOWN be given no less than thirty (30) days written notice
40 of cancellation. If the insurance is scheduled to expire during the contractual
41 period, the CONSULTANT shall be responsible for submitting new or renewed
42 certificates of insurance to the TOWN at a minimum of fifteen (15) calendar days
43 in advance of such expiration
44

45 7) Unless otherwise notified, the certificate of insurance shall be delivered, within
10 days, to:

1 Town of Lady Lake
2 Attention: Thad Carroll, Growth Management Director
3 409 Fennell Boulevard
4 Lady Lake, FL 32159
5

- 6 8) The name and address of the Certificate Holder on the certificate of insurance must
7 be:

8 Town of Lady Lake
9 409 Fennell Boulevard
10 Lady Lake, FL 32159
11

- 12 9) In the event that CONSULTANT fails to maintain insurance as described herein,
13 CONSULTANT agrees that such failure will constitute a material breach of this
14 Agreement and the TOWN shall have the right to terminate this Agreement
15 without further liability. Further, CONSULTANT agrees that upon such breach,
16 the TOWN may take any action necessary at law or in equity to preserve and
17 protect TOWN'S rights.
18

19 **3. General Provisions.** That the parties hereby agree to the following general provisions:

- 20
21 a. **Representations of the CONSULTANT.** The CONSULTANT represents that it has
22 sufficient manpower and technical expertise to perform the services contemplated by
23 this Agreement in a timely and professional manner consistent with the standards of
24 the industry in which the CONSULTANT operates.
25
26 b. **Representations of the TOWN.** The TOWN represents that it is duly organized and
27 existing as a municipal corporation of the State of Florida. Further, the TOWN has the full
28 power and authority to enter into the transactions contemplated by this Agreement.
29
30 c. **Personal nature of Agreement.** The CONSULTANT hereby warrants that it has the
31 necessary technical expertise and training to perform its duties as outlined in this
32 Agreement. The parties acknowledge that the TOWN places great reliance and emphasis
33 upon the knowledge, expertise and personal abilities of the CONSULTANT. Accordingly,
34 this Agreement is personal and the CONSULTANT shall not assign or delegate any rights
35 or duties hereunder without the specific written consent of the TOWN. In the event the
36 CONSULTANT requires the services of any subcontractor or professional associate in
37 connection with the work to be performed under this Agreement, the CONSULTANT shall
38 obtain the written approval of the Town Manager prior to engaging such subcontractor or
39 professional associate.
40
41 d. **Independent Contractor.** The CONSULTANT agrees that it is an independent
42 Contractor, and nothing in this Agreement shall be construed to be inconsistent with this
43 relationship or status. None of the benefits provided by the TOWN to its employees,
44 including, but not limited to, workers' compensation insurance, unemployment insurance,
45 or retirement benefits, are available from the TOWN to the CONSULTANT. Further,

1 CONSULTANT will be responsible for paying its own Federal income tax and self-
2 employment tax, or any other taxes applicable to the compensation paid under this
3 Agreement. The CONSULTANT shall be solely and entirely responsible for his or her
4 acts during the performance of this Agreement.
5

6 e. **Indemnification.** The CONSULTANT agrees to make payment of all proper charges for
7 labor required in the aforementioned work and CONSULTANT shall indemnify TOWN and
8 hold it harmless from and against any loss or damage, claim or cause of action, and any
9 attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or
10 materials furnished pursuant to this Agreement; any failure of performance of
11 CONSULTANT under this Agreement; or the negligence of the CONSULTANT in the
12 performance of its duties under this Agreement, or any act or omission on the part of the
13 CONSULTANT, his agents, employees, or servants. CONSULTANT shall defend,
14 indemnify, and save harmless the TOWN or any of their officers, agents, or servants and
15 each and every one of them against and from all claims, suits, and costs of every kind and
16 description, including attorney's fees, and from all damages to which the TOWN or any of
17 their officers, agents, or servants may be put by reason of injury to the persons or
18 property of others resulting from the performance of CONSULTANT duties under this
19 Agreement, or through the negligence of the CONSULTANT in the performance of its
20 duties under this Agreement, or through any act or omission on the part of the
21 CONSULTANT, his agents, employees, or servants. CONSULTANT shall provide such
22 indemnity regardless of the negligence or other culpability of the TOWN, excluding only
23 those circumstances where the TOWN is solely negligent.
24

25 f. **Bid documents.** Any request for proposals (RFP), request for qualifications
26 (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar
27 documents issued for this project by the TOWN, together with any addenda, are considered
28 the "Bid Documents" and are hereby incorporated into this contract by reference. The
29 CONSULTANT agrees to abide by all of the terms, conditions and requirements of the
30 bid documents which are declared to be material part of this Agreement.
31

32 g. **Acceptance of work product, payment and warranty.** Upon receipt of a periodic work
33 product, together with an invoice sufficiently itemized to permit audit, the TOWN will
34 diligently review same. Payment found to be due the CONSULTANT will be paid to the
35 CONSULTANT within fifteen (15) days after the date of receipt of the invoice. The
36 CONSULTANT warrants that the data utilized by the CONSULTANT (other than as
37 provided by the TOWN) is from a source, and collected using methodologies, which are
38 generally recognized in the Consultant's industry or profession to be a reliable basis and
39 foundation for the Consultant's work product. The CONSULTANT shall notify the
40 TOWN in writing should it appear, in the CONSULTANT'S professional judgment, that
41 the data or information provided by the TOWN for use in the Consultant's work product
42 is incomplete, defective or unreliable. The CONSULTANT guarantees to amend, revise or
43 correct to the satisfaction of the TOWN any error appearing in the work as a result of the
44 Consultant's failure to comply with the warranties and representations contained herein.
45 Neither inspection nor payment, including final payment by the TOWN shall relieve the
46 CONSULTANT from its obligations to do and complete the work product in accordance
47 with this Agreement.

1
2 h. **Public Records.** All monthly operating reports and records required to be prepared or
3 maintained by the CONSULTANT in accordance with the Scope of Services (Exhibit
4 "A"), shall be deemed to be public records. The CONSULTANT shall allow public
5 access to such documents and materials in accordance with the provisions of Chapter 119,
6 Florida Statutes. Should the CONSULTANT assert any exemptions to the requirements of
7 Chapter 119 and related statutes, the burden of establishing such exemption, by way of
8 injunctive or other relief as provided by law, shall be upon the CONSULTANT. The
9 TOWN reserves the right to unilaterally cancel this Agreement for refusal by the
10 CONSULTANT to allow public access to all such documents, subject to the Provisions of
11 Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction
12 with this Agreement. **If the contractor has questions regarding the application
13 of Chapter 119, Florida Statutes, to the contractor's duty to provide public
14 records relating to this contract, contact the custodian of public records at
15 (352) 751-1501, or via e-mail at nslaton@ladylake.org, 409 Fennell
16 Boulevard, Lady Lake, FL 32159.**
17

18 4. **Miscellaneous Provisions.** That the parties hereby agree to the following miscellaneous
19 provisions:
20

21 a. **Discrimination.** That the CONSULTANT shall assure that no person shall be
22 excluded on the grounds of race, color, creed, national origin, handicap, age or sex from
23 participation in, denied benefits of, or be otherwise subjected to discrimination in any
24 activity under this Agreement. The CONSULTANT shall take all measures necessary to
25 effectuate these assurances.
26

27 b. **Severability.** That should any term or provision of this Agreement be held, to any extent,
28 invalid or unenforceable, as against any person, entity or circumstance during the term
29 hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction,
30 such invalidity shall not affect any other term or provision of this Agreement, to the
31 extent that the Agreement shall remain operable, enforceable and in full force and effect
32 to the extent permitted by law.
33

34 c. **Entire Agreement.** That this Agreement states the entire understanding between the
35 parties and supersedes any written or oral representations, statements, negotiations, Bid
36 Documents or agreements to the contrary. CONSULTANT recognizes that any
37 representations, statements or negotiations made by the TOWN staff do not suffice to
38 legally bind the TOWN in a contractual relationship unless they have been reduced to
39 writing, authorized and signed by the authorized TOWN representatives.
40

41 d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation,
42 it is agreed that the court interpreting or considering such provision will not apply the
43 presumption or rule of construction that the terms of this Agreement be more strictly
44 construed against the party which itself or through its counsel or other agent prepared the
45 same, as all parties hereto have participated in the preparation of the final form of this

1 Agreement through review by their respective counsel, if any, and/or the negotiation of
2 specific language and therefore the application of such presumption or rule of construction
3 would be inappropriate and contrary to the intent of the parties.
4

5 e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the
6 prevailing party shall be entitled to reasonable attorney's fees and costs which are directly
7 attributed to such litigation both at the trial and appellate level.
8

9 f. **Waiver.** The indulgence of either party with regard to any breach or failure to
10 perform any provision of this Agreement shall not be deemed to constitute a waiver of the
11 provision or any portion of this Agreement, either at the time the breach or failure occurs
12 or at any time throughout the term of this Agreement. The review of, approval of, or
13 payment for any of Consultant's work product, services, or materials shall not be
14 construed to operate as a waiver of any of the TOWN's rights under this Agreement, or of
15 any cause of action the TOWN may have arising out of the performance of this Agreement.
16

17 g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the
18 parties shall not be held liable if failure or delay in the performance of this Agreement
19 arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe
20 weather, outbreak of war, restraint of government, riots, civil commotion, force majeure,
21 act of God, or for any other cause of the same character which is unavoidable through the
22 exercise of due care and beyond the control of the parties. This provision shall not apply if
23 the "Scope of Work" of this Agreement specifies that performance by the CONSULTANT
24 is specifically required during the occurrence of any of the events herein mentioned.
25

26 h. **Headings.** All headings are for clarification only and are not to be used in any judicial
27 construction of this Agreement or any paragraph.
28

29 i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors
30 and assigns of the parties hereto.
31

32 j. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this
33 Agreement, its interpretation and performance, and any other claims related to it. In the
34 event of any litigation arising under or construing this Agreement, venue shall lie only in
35 Lake County, Florida.
36

1 **IN WITNESS WHEREOF**, the parties hereto have signed and sealed this agreement on the day
2 and date first written above.

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THE TOWN OF LADY LAKE, FLORIDA

By: _____
Kristen Kollgaard, Town Manager

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL FORM

TOWN ATTORNEY

M.T. CAUSLEY, LLC

By: _____
Mark Ogles, Principal

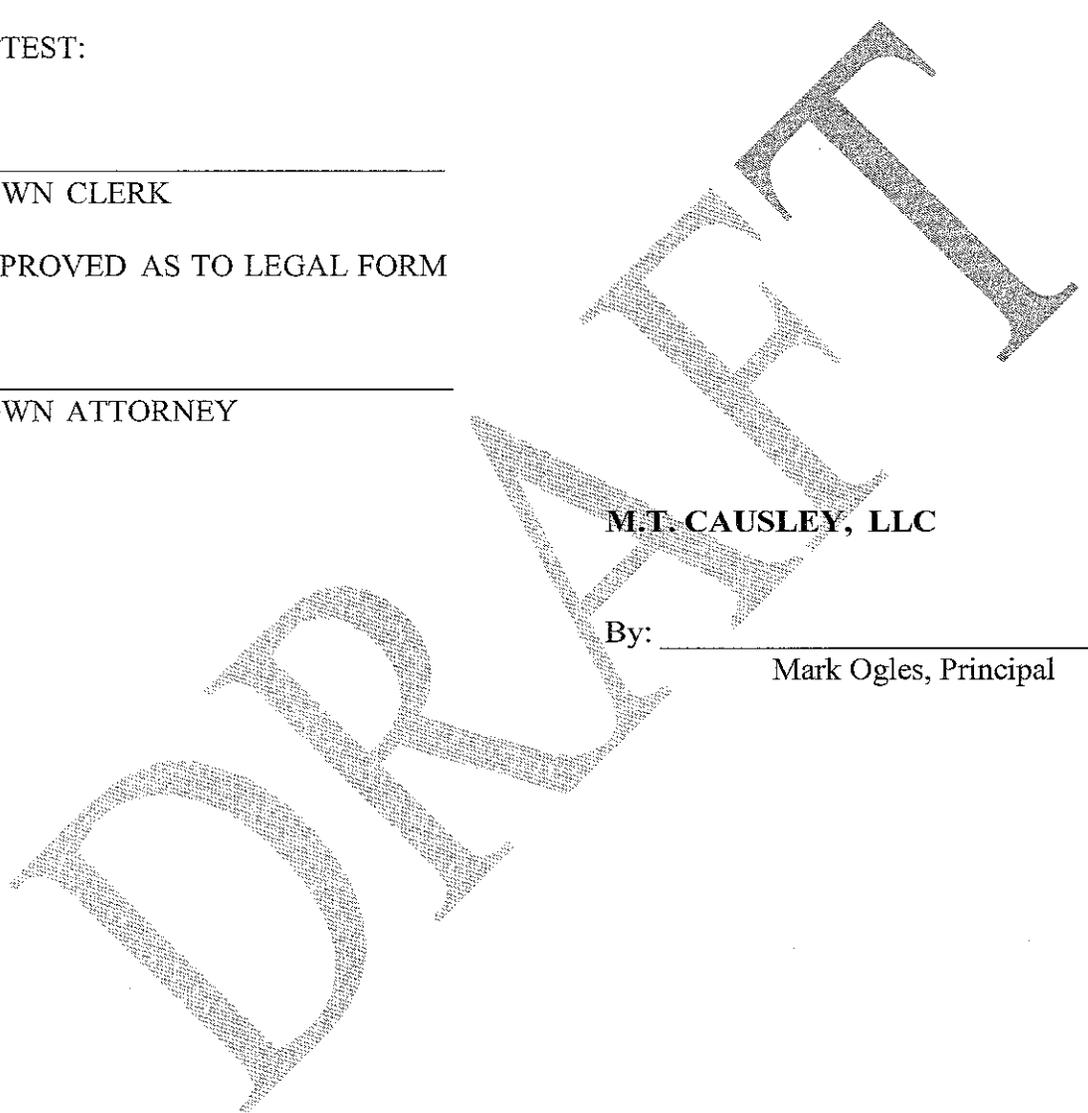


EXHIBIT "A"
SCOPE OF SERVICES

Provide Florida Statute §468 certified Building Official, Plans Examiner(s) and Inspector(s) to perform mandatory building code administration, plan reviews, inspections, and product or material approvals associated with any of the General Building, Structural, Mechanical, Electrical and Plumbing building components (hereinafter "Services") on behalf of the TOWN OF LADY LAKE as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments and the Lady Lake Code of Ordinances, in accordance with the following:

The rate of compensation for these services shall be billed at an hourly rate in accordance with the attached Fee Schedule as depicted by Exhibit "B". However, compensation for such services shall not exceed \$160,000 per fiscal year.

The CONSULTANT shall provide other services as agent of the TOWN, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services not related to a permit will be billed in accordance with the rates as depicted in the fee schedule as submitted in the bid proposal in response to RFP No. 2016-0005.

All Inspections will be performed on a daily or as needed, basis provided that notice is obtained by 4:30 p.m. on the preceding day. Additionally, the CONSULTANT'S personnel will be available to the TOWN via cell phone during normal business hours, fax, or email 24-hours per day.

In addition to using the CONSULTANT'S tracking and scheduling tools, the CONSULTANT will provide the TOWN with monthly and/or quarterly reports regarding activities related to permitting as requested by the TOWN.

CONSULTANT shall not charge the Town in excess of the fees agreed upon in this Agreement and will pay at CONSULTANT'S own expense all wages, payroll, employee benefits, Nextel radios, vehicles, fuel, worker's compensation insurance associated with the required technical personnel, and any other costs or fees associated with CONSULTANT'S business.

The TOWN will provide, at its discretion, office space for meetings, badges/ID's, office telephone, permit clerks, and administrative personnel, additional personnel may be requested as an additional service on an as needed basis. The TOWN'S administrative personnel or Commission, where applicable, will approve all site plans, accept building permit applications and associated paperwork, issue building permits and collect all related fees.

The CONSULTANT will meet with contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns as they relate to the plan review or inspection duties, including providing guidance on applications for building permits.

M.T. Causley, LLC Contract

The CONSULTANT will perform other duties that are related or incidental to primary responsibilities of plan examiners, inspectors and code enforcement that are pertinent to the site or building subject to the permit issued as part of the "Services" described herein.

The CONSULTANT may be required to attend meetings or to provide professional consultation to TOWN officials and staff in connection with the assigned work or related projects as part of the "Services" described herein.

The TOWN of Lady Lake agrees that they will not hire any of CONSULTANT'S current or former employees during the contract period or within twelve (12) months of termination of the contract. In the event that the TOWN violates this clause, CONSULTANT shall have the right of injunctive relief and the TOWN shall be responsible for all costs associated with CONSULTANT'S claim regarding such.

DRAFT

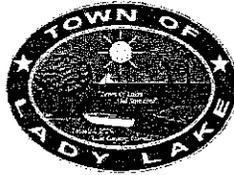
EXHIBIT "B"
FEE SCHEDULE

M.T. Causley will provide the required services at the following rates:

Service	Discipline	Rate Per Hour
Building Official	Building Official	\$70.00
All inspection services excluding natural disaster events and construction plan review	Building Inspector:	\$67.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$67.50
Review and process construction plans for obtaining building permits on an as-needed basis	Building Plans Examiner:	\$67.50
	Mechanical, Electrical, and/or Plumbing Plans Inspector:	\$67.50
Perform all inspection and construction plan review services during natural disaster events	Building Inspector:	\$77.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$77.50
Performing all inspection services, excluding natural disaster events and construction plan review, in excess of 40 hours per week	Building Inspector:	\$100.00
	Mechanical, Electrical, and/or Plumbing Inspector:	\$100.00
Review and process construction plans for permitting (40 hours per week)	Building Plans Examiner:	\$62.50
	Mechanical, Electrical, and/or Plumbing Plans Examiner:	\$62.50

Time tracked will not include travel time. Our time starts when we check in at the Building Department to receive inspections.

DRAFT



SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL TOWN COMMISSION MEETING DATE: September 7, 2016

SUBJECT: Recommendation to Award the Service Contract for Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake (RFP No. 2016-0005) to M.T. Causley, Inc.

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION:

Approve Award of Service Contract to M.T. Causley, Inc, for Building Official Services, Plan Review, Inspections and Related Support Services. The Town Commission retains the right to select another firm for the services other than the recommended party.

SUMMARY:

On Friday June 23, 2016 the advertisement of RFP #2016-0005 was run in the Legal Advertisements section of the Lake Sentinel to solicit firms to provide Building Inspection Services, Building Plan Review Services and Building Official Services for the Town of Lady Lake. On Thursday, July 21, 2016, the bid period was closed at 10 a.m., and the bids were opened in a public meeting held in the Town Hall Commission Chambers. In response to the advertised RFP, five proposals were received. The respondents were as follows:

- Bureau Veritas
- Charles Abbott Associates, Inc.
- Joe Payne, Inc.
- M.T. Causley, Inc.
- Nova Engineering & Environmental, LLC

The RFP evaluation committee was comprised of three staff members; one from Growth Management, one from the Town Clerk's Office, and another from the Public Works Department, who were assigned to score the respondents based upon the enclosed matrix. Committee discussion of the proposals was held on Monday, August 9, 2016 at 10 a.m. in a public meeting at which time the ratings were read into the record. Based upon the ratings as evaluated under the matrix, Nova Engineering and Environmental, LLC, obtained the highest rating with 285 points; M.T. Causley, Inc received the second highest score with 281 points; and one firm was disqualified due to the absence of a fee schedule as required under the RFP. Although Nova did receive the highest score; two of the three members of the panel selected M.T. Causley due to the lower hourly fee rate



SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: Wednesday, September 21, 2016

SUBJECT: Ordinance 2016-29 - Basics: Range & Gun, LLC, requesting to Incorporate the Gun Range Land Use Within the Heavy Commercial (HC) Zoning Classification; Granting A Special Exception Use On Certain Property Being 11.12 +/- Acres Located at 315 S. Highway 27/441 (Alternate Key #1124956).

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTIONS:

Staff Recommends Approval of Ordinance 2016-29 - Basics: Range & Gun, LLC, A Special Exception Use Application requesting to Incorporate the Gun Range Land Use Within the Heavy Commercial (HC) Zoning Classification on Certain Property Being 11.12 +/- Acres Located at 315 S. Highway 27/441 (Alternate Key #1124956).

SUMMARY:

Mr. Franklin Dickinson, owner and operator of Basics: Range & Gun, LLC, has filed an application for a Special Exception Use within the Heavy Commercial Zoning Designation, to establish an Indoor Gun Range on property located at 315 South Highway 27/441, being 11.12 +/- acres in the Town of Lady Lake, Florida.

Mr. Dickinson, has operated an indoor gun range in Orange Park, Florida for approximately 2 ½ years and would like to develop a multi-phase, multi-tenant development to include a 24,150 square foot building for Phase I, featuring a 10,350 square feet of 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 an additional 10,200 square feet of Retail, Sales and Services.

The subject property lies in Section 21, Township 18 South, Range 24 East, and is zoned "HC" Heavy Commercial. A Special Exception Use is required to be granted by the Town Commission as per the provisions of Town of Lady Lake Land Development Regulations, Chapter 6, Section 6-2). g).15). to allow for the establishment of the Indoor Gun Range. The Future Land Use Map designation for the property is Commercial General-Retail Sales and Services (RET), which is compatible and consistent with the proposed uses of the property.

The proposed project will be built following elements of the Spanish Mission Architectural Design Style; specifically, a design replicating the Alamo. Any landscaping waivers will be brought before the Parks, Recreation, and Tree Advisory Committee, and any commercial landscaping waivers will be brought before the Town Commission for final consideration as part of the site plan application process.

Note: It was the consensus of the Commission that they were in favor of the Conceptual Presentation for Basics: Range and Gun, LLC as presented, by a 4-1 vote at the June 20, 2016 Conceptual Workshop Meeting.

The Future Land Use and Zoning of the Subject Parcel and Adjacent Properties are as follows:

Future Land Use

Subject Property	Lady Lake – Commercial General – Retail Sales and Services (RET)
Future Land Use of Adjacent Properties	
West	Lady Lake – Commercial General – Retail Sales and Services (RET)
East	Lady Lake Manufactured Homes High Density (MH-HD)
North	ROW/ Lady Lake – Commercial General – Retail Sales and Services (RET)
South	ROW/ Lady Lake – Commercial General – Retail Sales and Services (RET)

Zoning

Subject Property	Lady Lake– Heavy Commercial (HC)
Zoning of Adjacent Properties	
West	ROW/ Lady Lake– Heavy Commercial (HC)
East	Lady Lake– Manufactured Homes High Density (MH-9)
North	ROW/Lady Lake– Heavy Commercial (HC)
South	Lady Lake– Heavy Commercial (HC)

Should the Special Exception Use application be approved, the site plan process would follow, at which time the applicant will be required to submit a full site plan application, Traffic Study, Noise Study, Environmental Assessments, Geotechnical and Drainage Reports, etc. Town Staff would conduct a comprehensive site plan review to include, parking, landscaping, commercial design standards, and signage requirements.

The application has been reviewed and been determined to be complete. In accordance with all supporting appropriate material, the application is deemed in compliance with the Land Development Regulations (LDRs).

Notices to inform the surrounding property owners (20) within 150' of the property of the proposed amendment were mailed on Tuesday, September 6, 2016. The property was also posted Tuesday, September 13, 2016.

Past Actions

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-29 and determined the application to be complete and ready for transmittal to the P&Z Board.

The **Planning and Zoning Board** does not review Special Exception Use applications.

Public Hearing Dates:

The **Town Commission** is scheduled to consider Ordinance 2016-29 for second and final reading on Monday, October 3, 2016, at 6:00 p.m.

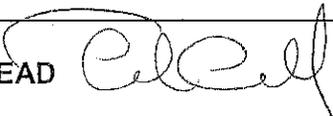
FISCAL IMPACT: \$ _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

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

DEPARTMENT HEAD 

Submitted 9/12/16 Date

FINANCE DEPARTMENT

Approved as to Budget Requirements Date

TOWN ATTORNEY

Approved as to Form and Legality Date

TOWN MANAGER 

Approved Agenda Item for: 9/21/16 Date 9/12/16

BOARD ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain Approved w/Modification

wd
1-13-2016

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ORDINANCE NO. 2016-29

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; WITH PROVISIONS AS HERINAFTER SET FORTH; GRANTING A SPECIAL EXCEPTION USE ON CERTAIN PROPERTY LOCATED AT 315 S. HIGHWAY 27/441 (ALTERNATE KEY #1124956) IN THE TOWN OF LADY LAKE, FLORIDA, UPON APPLICATION BY BASICS: RANGE & GUN, LLC, REQUESTING TO INCORPORATE THE GUN RANGE LAND USE WITHIN HEAVY COMMERCIAL (HC) ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Based upon the petition of Basics Range & Gun, LLC for property located in the town limits of the Town of Lady Lake, Florida, the Town grants a Special Exception Use for the property described in the attached Exhibit "A", zoned HC (Heavy Commercial); to be developed in accordance with the conceptual plan in the attached Exhibit "B". Said property is hereinafter referenced as the "Property."

Section 2. The Special Exception use for the Property is governed by the following:

- A. Proposed gun range shall be located indoors; archery (if incorporated at a later date) shall be conducted indoors as well; outdoor archery is strictly prohibited.
- B. Hours of operation shall be no earlier than 7:30 a.m. and no later than 9:30 p.m. Normal operating hours for the public shall be from 9 a.m. to 7 p.m.
- C. Accessory uses shall only be permitted in compliance with Chapter 9, Section 2 of the Town of Lady Lake Land Development Regulations.
- D. The Property shall be developed in substantial accordance with an approved site development plan incorporating all conditions of this Ordinance and all testimony and exhibits presented by the applicant at the hearing.
- E. All required buffer(s) or fencing shall be designed and located upon the subject Property only and be regularly maintained in good repair and appearance at all times to properly screen and secure the facility, as well as to prevent car headlights from shining into adjacent residential areas from the parking lot and internal drive aisles.
- F. All proposed signage must be in compliance with the Town of Lady Lake Land Development Regulations and the Town Code of Ordinances, and approved by the Town of Lady Lake.
- G. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert or demolish any building or structure on the Property without first submitting necessary plans, obtaining necessary approvals and obtaining necessary permits in accordance with the Town of Lady Lake Land Development Regulations and the Town Code of Ordinances.

H. Any required permits from federal, state, and regional or county agencies with jurisdiction over any portion of the proposed development must also be obtained.

Section 3. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. That this Ordinance shall become effective upon its adoption by the Lady Lake Town Commission.

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lady Lake, Florida, that the Special Exception Use is hereby approved, subject to the terms and conditions as set forth herein.

PASSED AND ADOPTED by the Town Commission of the Town of Lady Lake, Florida on this 3rd day of October, 2016.

TOWN OF LADY LAKE

ATTEST:

Ruth Kussard, Mayor

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

ACKNOWLEDGED:

THE UNDERSIGNED LAND OWNER BY THE EXECUTION HEREOF AGREES TO COMPLY WITH THE CONDITIONS OF THE SPECIAL EXCEPTION USE AS ESTABLISHED HEREIN:

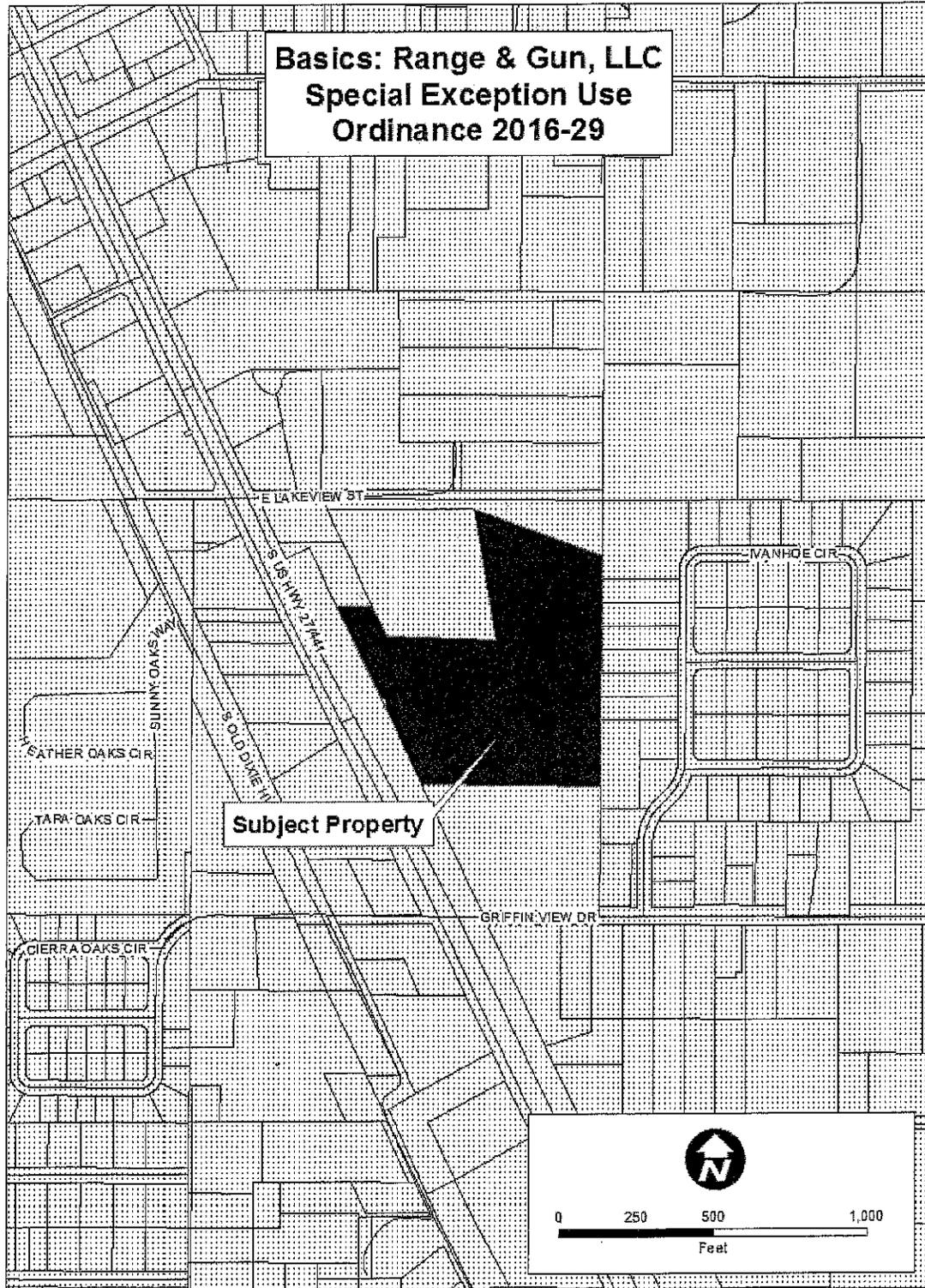
Printed Name: Franklin Dickinson

Title: Registered Agent, Basics: Range and Gun, LLC

EXHIBIT "A"
Legal Description and Map

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4 That part of Lots 1, 2, 3, 4, and 5; the East half of Lots 6 and 7; the Easterly 75 feet of Lots 10, 13, and
5 29; Lots 14 to 28 inclusive; Lots 31 to 52 inclusive; Lots 53, 54, 55, 56, 57, 58, and 59; and Lots 61 to 68
6 inclusive, all according to the Plat of Oak Crest Subdivision, Plat Book 6, Page 9, Town of Lady Lake,
7 Section 21, Township 18 South, Range 24 East, as recorded in the Public Records of Lake County,
8 Florida, described as:
9

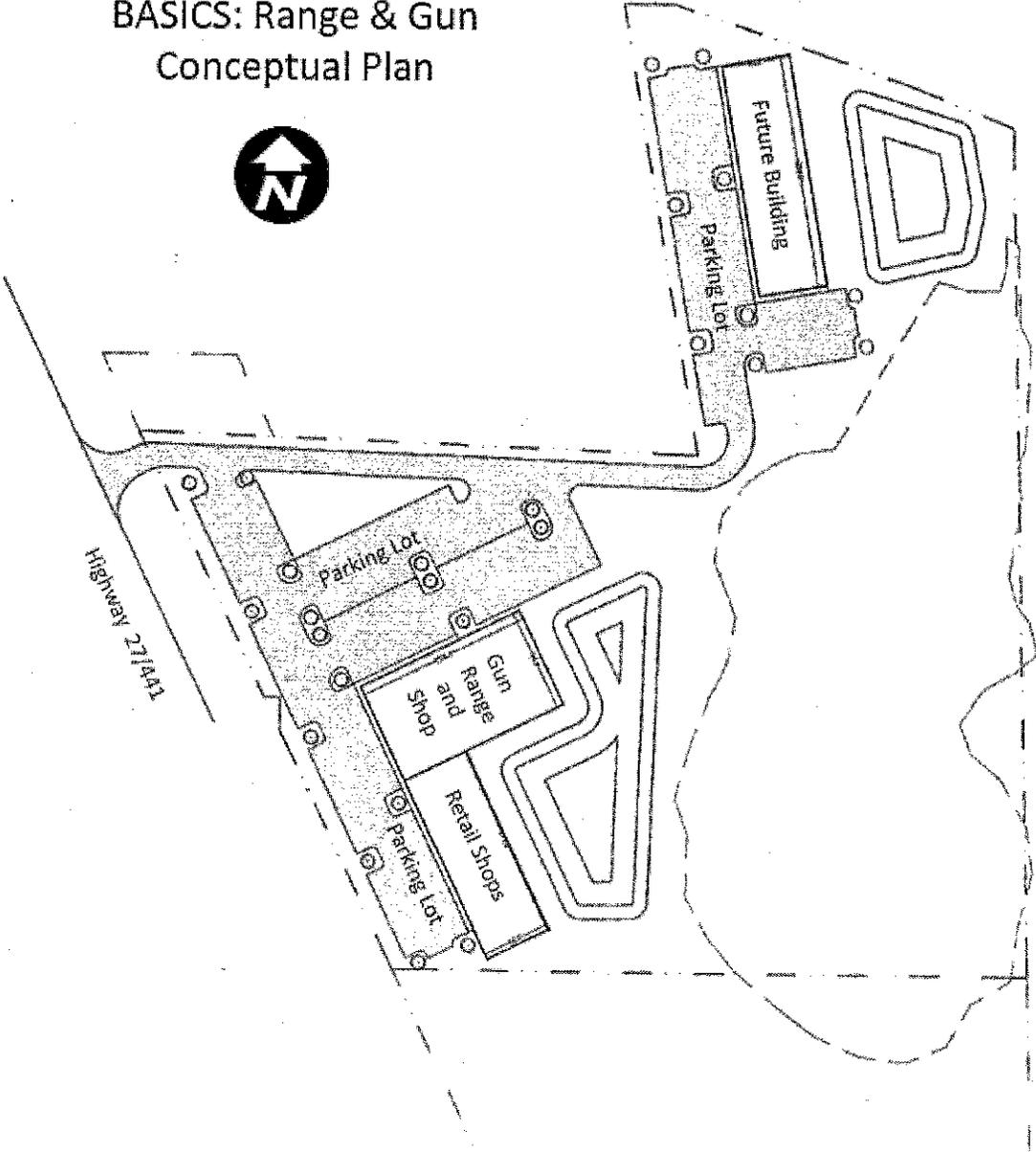
10 From a five (5) inch round concrete monument, with no surveyor's identification, marking the southwest
11 corner of the Northwest ¼ of Section 21, Township 18 South, Range 24 East, run S89°44'35"E, along
12 the southerly boundary of the Northwest ¼ of said Section 21, a distance of 801.02 feet, to a point on the
13 centerline of survey for State Road 500, as shown on Florida Department of Transportation Right of Way
14 Map Section 11040., Financial Project No. 238395 5, for State Road 25 & 500; thence run N25°44'24" W,
15 along said centerline, a distance of 999.90 feet; thence departing said centerline run S87°57'30" E, a
16 distance of 146.94 feet, to a point on the easterly right of way-line of said State Road 25 & 500 and the
17 POINT OF BEGINNING of the following described parcel; from said Point of Beginning, run
18 N25°44'24"W, a distance of 74.34 feet; thence S89°39'56"E, a distance of 117.00 feet; thence
19 S25°32'48"E, a distance of 78.14 feet; thence S87°57'30"E, a distance of 353.97 feet; thence
20 N09°39'25"W, a distance of 424.37 feet, to a point on the platted south right-of-way of Lake View Street,
21 as shown on the aforesaid map of Oak Crest Subdivision; thence run S89°41'26"E, along said south right-
22 of-way, a distance of 44.21 feet, to point as shown on the aforesaid Florida Department of Transportation
23 Right-of-Way Map; thence S71 °47'35"E, a distance of 138.42 feet, thence S71 °02'28"E, a distance of
24 84.43 feet; thence S67°16'28"E, a distance of 86.54 feet; thence S68°50'08"E, a distance of 87.56 feet, to
25 a point on the east boundary of Oak Crest Subdivision same being the east boundary of the Southwest
26 ¼ of the Northwest ¼ of the aforesaid Section 21; thence S00°21'36"W, along said east boundary, a
27 distance of 773.85 feet; thence N89°44'35"W, a distance of 569.32 feet, to a point on the aforesaid east
28 right-of-way of State Road 25 & 500; thence N25°44'24"W, along said east right-of-way, a distance of
29 274.22 feet; thence N00°27'46"E, a distance of 28.01 feet; thence N89°32'14"W, a distance of 13.78 feet;
30 thence N25°44'24"W, a distance of 255.99 feet, to the Point of Beginning, and end of this description;
31 area described contains 11.12 Acres.
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EXHIBIT "B"

BASICS: Range & Gun
Conceptual Plan



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**Basics: Range & Gun, LLC
Special Exception Use
Ordinance 2016-29**

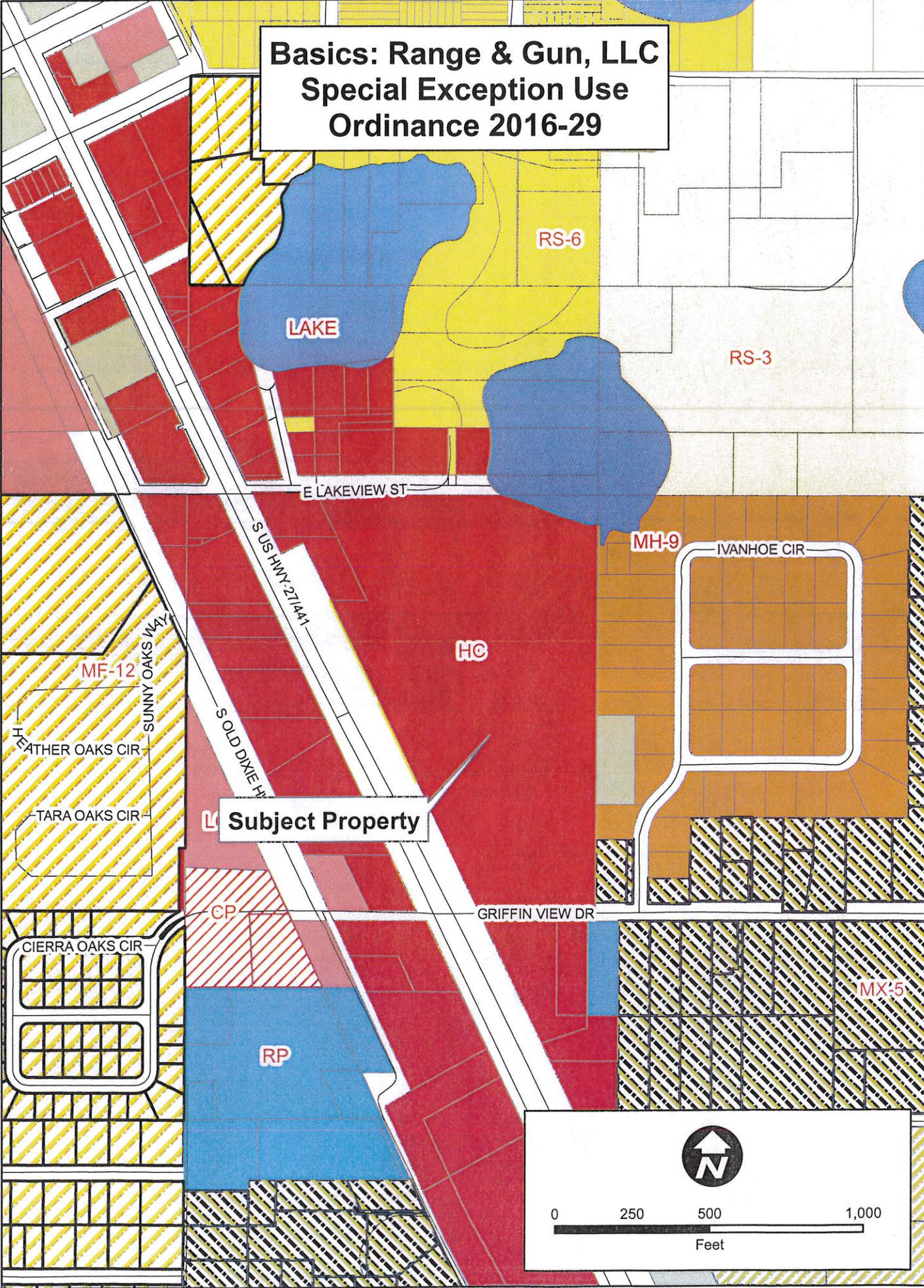


Subject Property

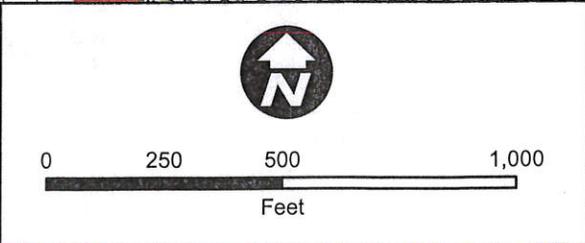
A north arrow pointing upwards, enclosed in a circle with the letter 'N' below it. Below the arrow is a horizontal scale bar with markings at 0, 250, 500, and 1,000 feet.

0 250 500 1,000
Feet

**Basics: Range & Gun, LLC
Special Exception Use
Ordinance 2016-29**



Subject Property







TOWN OF LADY LAKE
APPLICATION FOR SPECIAL EXCEPTION USE

1. Applicant's Name: FRANKLIN DICKINSON
Address: 179 COLLAGE DRIVE, SUITE 5 O.P., FL. 32065
Telephone Number: 904 962 3909 E-mail address INFO@BASICS RANGE AND GUN CLUB
Applicant is: Owner Developer Lessee Agent Optionee
2. Owner's Name: DANIEL R. BRUSH, SUCCESSOR TRUSTEE
Address: P.O. BOX 1209, LADY LAKE, FL 32158
Telephone Number: 352-750-3917 E-mail address _____
3. Project Name: BASICS RANGE & GUN
Physical Location/Address: VACANT LAND, SEE ATTACHED PLOT PLAN
4. The exact legal description of the property as shown on the Tax Receipt or the Warranty Deed, or attach a separate sheet to the application form: _____
5. The property is currently zoned: HC
6. Briefly describe the proposed special exception use: INDOOR GUN RANGE
If for storage, what type of material will be stored? N/A
7. Have any development reviews and/or approvals been granted to this property?
Yes No If yes, list the type, date and result: _____
8. List existing structure(s) located on the site and its/their use VACANT LAND
9. Area of Property: _____ Sq. Ft. Acres: 11.7 ACRES
10. Does property have Central Water Well Sewer Septic
11. Provide a conceptual site plan showing buildings, parking and access locations, utility service points, proposed screening or buffering and any other pertinent information.
12. Provide a written statement addressing the Review Criteria listed in Chapter 6, Section 2, e), 2) and addressing any specific requirement for the requested use as described in Chapter 6, Section 2, g) of the Land Development Regulations.

13. If the project is to be developed in phases, give a brief description of how it will be phased and attach a legible descriptive document: SEE ATTACHED


Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND TEN (10) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION and one (1) 11" x 17" copy 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: 8/24/16 Received by: T. Carroll

Present Zoning of Property: Heavy Commercial

Future Land Use Designation: RET

Fees Paid: Special Exception Use (Zoning Fees (BZ)) \$1,100.00

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Clay

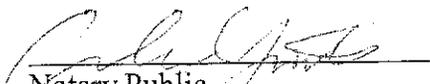
Before me, the undersigned authority personally appeared FRANKLIN DICKINSON
_____, who being by me first duly sworn on oath, deposes and
says:

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That he desires approval for:
SPECIAL EXCEPTION USE
- (3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

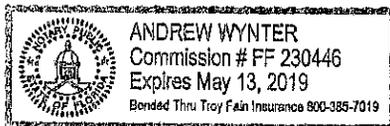


Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 27 day of May,
2016, by Franklin Dickinson, who is personally known to me or who has produced
FLDL as identification and who did (did not) take an oath.



Notary Public



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared DANIEL R. BRUSH
who being by me first duly sworn on oath, deposes and says: SUCCESSOR TRUSTEE
DATE 06/01/1972

- (1) That he is the fee-simple owner of the property legally described on page one of this application.
- (2) That he desires approval for:
special exception use
- (3) That he has appointed FRANKLIN DICKINSON to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Daniel R. Brush
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 1 day of JUNE, 2016, by DANIEL R. BRUSH, who is personally known to me or who has produced FLORIDA DRIVER LICENSE as identification and who did (did not) take an oath.

Susan D Soltysiak
Notary Public



NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

PROPERTY RECORD CARD

General Information

Owner Name:	BRUSH BEATRICE E TRUSTEE	Alternate Key:	1124956
Mailing Address:	C/O DANIEL R BRUSH PO BOX 1209 LADY LAKE, FL 32158-1209 Update Mailing Address	Parcel Number:	21-18-24-000200023400
		Millage Group and City:	00LL (LADY LAKE)
		Total Certified Millage Rate:	18.7041
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	353 SOUTH HWY 27/441 LADY LAKE FL 32159 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	BEG AT NE COR OF W 1/2 OF LOT 6 OAK CREST SUB PB 6 PG 9, RUN E TO WATERS EDGE OF LAKE IVANHOE & PT A, RETURN TO POB, RUN S'LY TO SE COR OF W 1/2 OF LOT 29 OAK CREST SUB, W TO NE'LY R/W LINE OF SR 500, SE'LY ALONG SAID NE'LY R/W LINE OF SR 500 TO N R/W LINE OF GRIFFIN VIEW DR, E ALONG SAID N R/W LINE OF GRIFFIN VIEW DR TO E LINE OF SW 1/4 OF NW 1/4, N ALONG SAID E LINE OF SW 1/4 OF NW 1/4 TO WATERS EDGE OF LAKE IVANHOE, NW'LY ALONG WATERS EDGE OF LAKE TO PT A--LESS FROM W 1/4 COR OF SEC RUN S 89-44-35 E ALONG N'LY LINE OF SW 1/4 A DIST OF 801.02 FT, N 25-44-24 W 999.90 FT, S 87-57-30 E 146.94 FT TO A POINT LYING E'LY R/W LINE OF SR 500, CONT S 87-57-30 E 118.48 FT FOR POB, RUN N 25-32-48 W 78.14 FT, N 25-44-35 W 224.97 FT, N 25-16-16 W 149.49 FT, S 89-41-26 E 477.79 FT, S 09-39-25 E 424.37 FT, N 87-57-30 W 353.97 FT TO POB-- ORB 516 PG 80, ORB 785 PG 358, ORB 1111 PG 1200		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	OFFICE 1 STORY (1700)	0	0		43560	SF	\$0.00	\$60,984.00
2	VACANT COMMERCIAL (1000)	0	0		9.53	AC	\$0.00	\$571,800.00

3 WETLAND (9600) 0 0 6 AC \$0.00 \$270.00

Commercial Building(s)

Building 1

Commercial Building Value: \$7,724.00

Summary

Section(s)

Year Built:	1962	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	Map Color
Total Square Footage:	1230	1	FINISHED LIVING AREA (FLA)	8	1	1230	0%	0%	
Full Bathrooms:	0								
Half Bathrooms:	0		Interior Finish (17C)				Percent 100.00 %	Sprinkler No	A/C No
Elevators:	0								
Elevator Landings:	0								
Escalators:	0								
Residential Units:	0								
Kitchens:	0								
Fireplaces:	0								
Structure Type:									
Wood or Steel Open Stud Frame									
Exterior Walls:									
02 : 100.00 %									

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	PAVING (PAV)	3750	SF	1962	\$3,038.00

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1111 / 1200	7/1/1991	Misc Deed/Document	Unqualified	Improved	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$643,816	\$603,368	\$603,368	5.11800	\$3,088.04
LAKE COUNTY MSTU AMBULANCE	\$643,816	\$603,368	\$603,368	0.46290	\$279.30
LAKE COUNTY MSTU FIRE	\$643,816	\$603,368	\$603,368	0.47040	\$283.82
SCHOOL BOARD STATE	\$643,816	\$643,816	\$643,816	4.62700	\$2,978.94
SCHOOL BOARD LOCAL	\$643,816	\$643,816	\$643,816	2.24800	\$1,447.30
TOWN OF LADY LAKE	\$643,816	\$603,368	\$603,368	3.39620	\$2,049.16
ST JOHNS RIVER FL WATER MGMT DIST	\$643,816	\$603,368	\$603,368	0.28850	\$174.07
LAKE COUNTY VOTED DEBT SERVICE	\$643,816	\$603,368	\$603,368	0.15240	\$91.95
LAKE COUNTY WATER AUTHORITY	\$643,816	\$603,368	\$603,368	0.25540	\$154.10
NORTH LAKE HOSPITAL DIST	\$643,816	\$603,368	\$603,368	1.00000	\$603.37
				Total:	Total:
				18.0188	\$11,150.05

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓪	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓪

The exemptions marked with a ✓ above are providing a tax dollar savings of:

\$0.00

FLORIDA DEPARTMENT OF STATE
Division of Corporations
[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)

Detail by Entity Name

Florida Limited Liability Company

BASICS: RANGE & GUN, LLC

Filing Information

Document Number L12000039979
FEI/EIN Number 32-0374740
Date Filed 03/21/2012
State FL
Status ACTIVE

Principal Address

179 COLLEGE DRIVE, SUITE 5
ORANGE PARK, FL 32065

Mailing Address

60 NORTH ROSCOE BLVD
PONTE VEDRA, FL 32082

Registered Agent Name & Address

DICKINSON, FRANKLIN
60 NORTH ROSCOE BLVD.
PONTE VEDRA, FL 32082

Name Changed: 04/10/2013

Authorized Person(s) Detail

Name & Address

Title MGRM

DICKINSON, FRANKLIN
60 NORTH ROSCOE BLVD.
PONTE VEDRA, FL 32082

Annual Reports

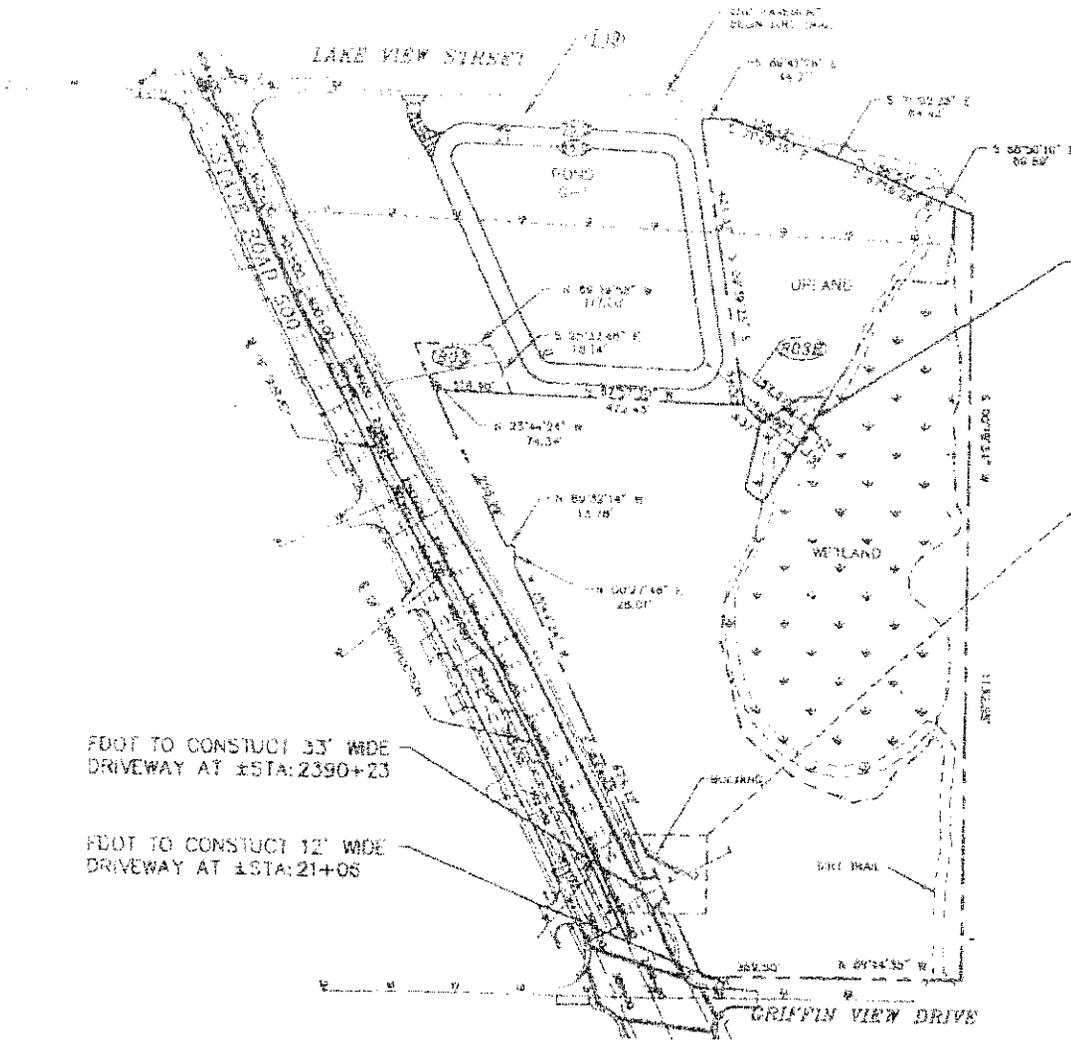
Report Year	Filed Date
2014	04/30/2014
2015	03/23/2015
2016	03/30/2016

Document Images

[03/30/2016 -- ANNUAL REPORT](#)
[View image in PDF format](#)
[03/23/2015 -- ANNUAL REPORT](#)
[View image in PDF format](#)

NOTES:

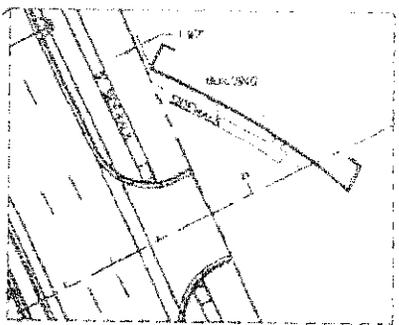
1. THIS DRAWING IS BASED UPON SURVEY INFORMATION PROVIDED BY GORMERSON LAND SURVEYING AND PROCEEDING DIGITAL CONSTRUCTION PLANS PROVIDED BY WEIGHT ENGINEERING.
2. WETLAND INFORMATION IS PROVIDED BY GORMERSON AND ASSOCIATES, INC.



POTENTIAL WETLAND IMPACT, NECESSARY TO PROVIDE VEHICULAR CONNECTION BETWEEN NORTH AND SOUTH REMAINDER UPLAND AREAS.



0 100 200
SCALE: 1" = 200'



FOOT TO CONSTRUCT 33' WIDE DRIVEWAY AT ±STA: 2390+23

FOOT TO CONSTRUCT 12' WIDE DRIVEWAY AT ±STA: 21+05

AREA SUMMARY		UPLAND	WETLAND	TOTAL
PARENT TRACT	1	14.584 AC	4.500 AC	19.084 AC
AREA OF TAKING 109	1	3.925 AC	0.000 AC	3.925 AC
EASEMENT 803	1	8099 SF	0.000 SF	8099 SF
EASEMENT 803B	1	±2,395 SF	±2,843 SF	5,238 SF
REMAINDER		10.559 AC	4.500 AC	15.159 AC

KCG KELLY, COLLINS & GENTRY, INC.
ENGINEERING / PLANNING

AFTER CONDITION

PARCEL 109/803
BEATRICE E. BRUSH, TRUSTEE

Prepared for: FDOT DIST. V

PROJECT:	S.R. 300
COUNTY:	LAKE
FPOD NO.:	238385-0-52-01
KCG JOB NO.:	774109
DRAWN BY: CJP	CHECKED BY: WIC
	DATE: 05/24

LAST DEED OF RECORD

935,000

83 26564

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

Rec 5.00

Doc 607.50

Ch. No. 785 PAGE 358

This instrument was prepared by:

RANDALL M. THORNTON

Attorney at Law

Post Office Box 58

LAKE PANASOFFREE, FLORIDA 33538

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 21st day of August 1983, Between

JO ANN AITKEN, a single person

of the County of Alachua, State of Florida, grantor, and WILLIAM L. BRUER, as Trustee under the provisions of that certain Land Trust Agreement dated June 1, 1971

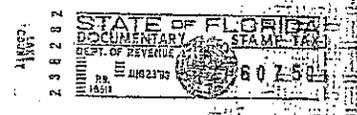
whose post office address is Rt. 2 Box 613 Bushnell, Florida 33513

of the County of Sumter, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of \$135,000.00

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:

Lots 1, 2, 3, 4, and 5, the East half of Lots 6, and 9; Easterly 75 feet of lots 10, 13, and 29; Lots 14 to 28 inclusive; Lots 31 to 32 inclusive; Lots 33, 34, 35, 38, 37, 38, and 39; and Lots 61 to 66 inclusive; Lots 60 to 68 inclusive. All according to the Plat of Oak Crest Subdivision in the Town of Lady Lake, Lake County, Florida. Section 21, Township 18 South, Range 24 East.



Aug 23 11 27 AM '83

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

* "Grantor" and "grantee" are used for singular or plural, at context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Witness signatures and seal of JO ANN AITKEN

STATE OF Florida COUNTY OF I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

JO ANN AITKEN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 21st day of August 1983.

My commission expires: Notary Public Notary Public STATE OF FLORIDA COMMISSION EXPIRES JULY 15 1986

Handwritten note: Aug 20 1983 TOLKOS@ AOL.COM

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PART OF LOT 2, SANDHILL COMMONS, UNIT II, AS RECORDED IN PLAT BOOK 58, PAGES 11 AND 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF CURVE ON THE EAST RIGHT-OF-WAY LINE OF SANDHILL VIEW BOULEVARD (A 100 FOOT RIGHT-OF-WAY), AS SHOWN ON SAID PLAT BEING AT THE NORTHWEST CORNER OF SAID LOT 2, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID CURVE BEING CONCAVE TO THE SOUTHEAST; SAID CURVE BEING THE NORTH LINE OF SAID LOT 2 AND HAVING A CENTRAL ANGLE OF 89 DEGREES 51 MINUTES 11 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 27 MINUTES 40 SECONDS EAST AND A CHORD DISTANCE OF 35.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SANDY GROVE AVENUE (A 60 FOOT PRIVATE ROAD); THENCE SOUTH 89 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 494.44 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 40 DEGREES 11 MINUTES 30 SECONDS, A RADIUS OF 220.00 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 31 MINUTES 27 SECONDS EAST AND A CHORD DISTANCE OF 151.18 FEET; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 154.32 FEET; THENCE SOUTH 49 DEGREES 25 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 371.23 FEET TO A POINT OF CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 39 DEGREES 02 MINUTES 32 SECONDS, A RADIUS OF 130.00 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 57 MINUTES 02 SECONDS EAST AND A CHORD DISTANCE OF 86.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 88.58 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 43.09 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 51 SECONDS WEST DEPARTING THE NORTH LINE OF SAID LOT 2 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SANDY GROVE AVENUE FOR A DISTANCE OF 553.02 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 26 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 753.88 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 51.42 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 243.70 FEET TO A POINT OF CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 88 DEGREES 59 MINUTES 05 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 43 DEGREES 56 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 35.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.83 FEET TO THE WEST LINE OF SAID LOT 2 AND THE EAST RIGHT-OF-WAY LINE OF AFORESAID SANDHILL VIEW ROAD; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 749.53 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SANDHILL COMMONS UNIT I AS RECORDED IN PLAT BOOK 53, PAGES 17 AND 18, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 43.07 FEET TO THE POINT OF BEGINNING.

Dear Thad and Wendy

We propose to buy property at Griffin Road and U.S. 441 to build a shopping center and gun range. The property is currently zoned HC and can be used for an indoor gun range with an exception.

We built an indoor gun range in Orange Park, Florida two and one half years ago. We studied different ranges around the southeast for two years before we built our range.

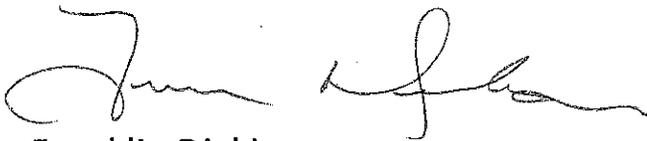
Our existing range and proposed range in Lady Lake.

1. The new range will be very quiet and you will only hear a soft muffled pop. Our existing range was built inside of an existing building and was harder to sound proof. That said, it is very quiet. The surrounding tenants view the range as an asset and are delighted we are here. We are surrounded by a subdivision and we have never had a complaint. We are a good neighbor!
2. The existing range and our new range in Lady Lake will be state of the art; something we will all be proud of. The existing range is a ten lane tactical indoor range. There are only about ten of these in the state open to the public. The new range in Lady Lake will be a twenty lane range; ten bull's eye and ten tactical; two different ranges in the same space.
3. Our hours of operation in both ranges are: Monday through Friday: 10:00 AM-7:00 PM, Saturday: 9:00 AM-7:00 PM, Sunday: 1:00 PM-7:00 PM.
4. Our existing range has a parking ratio of five spaces per 1,000 sqft. of leasable space. Our new range in Lady Lake will have a similar parking ratio.
5. The exterior design of our new range in Lady Lake and its surrounding retail/office space will be Mission Style (Alamo).

Included in this package is a PowerPoint presentation talking about the existing range, video from inside while shooting and outside while shooting, explanation of the range, interview of a Clay County Detective whose officers use the range, Chapter president of the Well Armed Woman, two of the closest (proximity) tenants to the range, a copy of the preliminary site layout and a photo of the type of design we are going to use.

Thank you for your consideration

Best Regards

A handwritten signature in black ink, appearing to read "Franklin Dickinson". The signature is fluid and cursive, with a large initial "F" and "D".

Franklin Dickinson
BASICS: Range & Gun, LLC

Thad Carroll

From: kimer2880@aol.com
Sent: Monday, September 12, 2016 12:55 PM
To: Thad Carroll
Subject: Gun Range Property

Mr. Carroll,

I received your letter concerning the Special Exception Use for the Gun Range. I cannot attend the meeting, but as an adjacent property owner, I really oppose this. The last thing Lady Lake needs is a tacky gun range right along the main drive. I feel this would be better suited to an outlying area. I am not opposed to guns in any way, I just don't like a gun range located there. Please pass this on and keep me informed.

Kim Cline

Thad Carroll

From: Jim Mayfield <jaymayf@aol.com>
Sent: Tuesday, September 13, 2016 2:25 PM
To: Thad Carroll
Subject: gun range

I wish to be on record as opposing the gun range because of the noise involved. Thanka,

Jim Mayfield

~~MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA~~

~~June 20, 2016~~

~~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.~~

~~1. **CALL TO ORDER:** Mayor Ruth Kussard~~

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

~~**STAFF MEMBERS PRESENT:** Kris Kollgaard, Town Manager/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~~

~~3. **OPEN FORUM**~~

~~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.~~

~~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~~

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

Growth Management Director Thad Carroll gave the background summary from the agenda item cover sheet (on file in the Town Clerk's office). He stated that Franklin Dickinson is the owner and operator of Basics: Range & Gun, LLC, an indoor gun range built in Orange Park, Florida, that has been in operation approximately two and a half years and exhibits a ten-lane tactical indoor range. Mr. Dickinson would like to bring his business concept to Lady Lake, and is proposing a multi-phase, multi-tenant development. It is proposed 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 site, north of Griffin View Drive and east of South Highway 27/441, identified by Alternate Key #1124956.

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

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

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

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

- Business Introduction/ Background
- Conceptual/Preliminary Site Plan
- Exterior Building Elevations

After the process of the Special Exception Use application is completed, if approved, then the site plan process would be next, and the applicant will be required to submit a full site plan application, traffic study, noise study, environmental assessments, geotechnical and drainage reports, etc. Town staff would conduct a comprehensive site plan review to include, parking, landscaping, commercial design standards, and signage requirements.

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

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

Photos of the property in its existing condition were shown.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Vincent and Mayor Kussard stated they were in favor of the project.

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

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

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

~~5. ADJOURN: There being no further discussion; the meeting was adjourned at 5:59 p.m.~~

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

~~Minutes transcribed by Nancy Slaton, Deputy Town Clerk~~



SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: September 21, 2016

SUBJECT: Resolution 2016-107 - Variance pursuant to Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations (LDRs), requesting a minimum ten (10) feet front-yard setback to replace an existing manufactured home with a Single Family Residence proposed at 1016 Aloha Way (Alternate Key No. 1482496).

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION

Staff recommends approval of Resolution No. 2016-107 - Requesting a minimum ten (10) feet front-yard setback for new home proposed at 1016 Aloha Way (Alternate Key No. 1482496).

SUMMARY

The applicant, Daniel O'Neil, has submitted an application for a variance from Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations (LDRs) which requires that the front yard setback be a distance of twenty (20) feet minimum within the MX-8 Zoning District. The applicant is proposing to construct a new single-family residence at 1016 Aloha Way (Referenced by Alternate Key No. 1482496), and the variance request is to allow a minimum ten (10) feet front-yard setback along Aloha Way for the new propose home.

The applicant just recently annexed this parcel into the jurisdiction of Town of Lady Lake on March 21, 2016, to replace an existing manufactured home with a single family residence. As result of the Town's Land Development Regulations, Chapter 12, Article II, Section 12-52).a).1)., any part of the proposed habitable structure is required to adhere to a 35-foot setback from the Ordinary High Water Line from bodies of water. The parcel abuts Lake Paradise on the rear yard and it's located within a Special Flood Hazard Area (SFHA) Flood Zone A; which requires that re-development adheres to the National Flood Insurance Program (NFIP) and the Town's Floodplain Management Ordinance.

As part of the variance application, a *Justification Statement* is required and has been provided. The applicant states that:

- The ten (10) feet encroachment into the front yard setback along Aloha Way will not present an adverse impact to the general safety or well-being to adjacent properties in that the current manufactured home sits at a 5.74-foot front yard setback; therefore, the new single family residence proposal would be more in compliance with the current zoning regulations than the existing structure.
- The property will not suffer diminution of value, but rather enable the property owners to rebuild to the square footage desired. By replacing the existing late model manufactured home, the applicant must adhere to all new Florida Building Code and Life Safety Code inspections, including new hurricane and wind codes, which would enhance the neighborhood and increase the value of surrounding properties.
- Lastly, the applicant stated that in order to accommodate the setback requirements for the OHWL on the rear, the house has to be designed with a 21-foot rear-yard setback when ordinarily the rear yard setback for the MX-8 zoning would be 10 feet. That additional 11 feet is what would be needed to meet front-yard setback requirements.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 06 Township 18 South Range 24 East, Lady Lake Florida. The Future Land Use Map designation for the site is MH-HD (Manufactured Home High Density, up to 8 DUs/Acre) and is zoned "MX-8." The subject property is located at 1016 Aloha Way. The Future Land Use and Zoning Designations of the adjacent properties are as follows:

Future Land Use

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
East	Lake County – Medium Urban Density
North	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
South	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)

Zoning

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)

Note:

Project will be required to adhere to the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas. Elevation certificates will be required throughout the permitting process to establish compliance.

Notices to inform the surrounding property owners (15) within 150' of the property of the proposed variance were mailed by on Monday, June 27, 2016. The property was also posted on Monday, June 27, 2016.

Past Actions:

The **Technical Review Committee** individually reviewed the variance application for Resolution 2016-107 on Monday, June 27, 2016, provided comments, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the regular **Planning and Zoning Board** Meeting held on Monday, July 11, 2016, the board recommended approval with a 4-0 vote.

FISCAL IMPACT: \$ 0

- Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

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

DEPARTMENT HEAD 

Submitted

9/12/16

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN MANAGER 

Approved Agenda Item for: 9/21/16

Date

9/21/16

BOARD ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

WJ

9-13-2016

1
2
3 **RESOLUTION NO. 2016-107**
4
5

6 **RESOLUTION GRANTING A VARIANCE FROM THE**
7 **PROVISIONS OF CHAPTER 5, SECTION 5-4. f). 4). C). 1.a., OF**
8 **THE TOWN OF LADY LAKE LAND DEVELOPMENT**
9 **REGULATIONS WHICH REQUIRES THE FRONT YARD**
10 **SETBACK TO BE A MINIMUM OF 20 FEET. THE VARIANCE**
11 **REQUEST IS TO ALLOW A MINIMUM OF A 10-FOOT FRONT-**
12 **YARD SETBACK FOR PROPERTY OWNED BY DANIEL**
13 **O'NEIL, LOCATED AT 1016 ALOHA WAY (ALTERNATE KEY**
14 **No. 1482496), WITHIN THE TOWN LIMITS OF THE TOWN OF**
15 **LADY LAKE, FLORIDA.**
16
17

18 **WHEREAS**, Daniel O'Neil is the owner of certain real property located in the
19 Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and
20

21 **WHEREAS**, the property owner petitioned for a variance from the provisions of
22 Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development
23 Regulations which requires the front yard setback to be a minimum of 20 feet; and
24

25 **WHEREAS**, the applicant is requesting to be allowed to have a 10-foot front-
26 yard setback for property located at 1016 Aloha Way (Alternate Key No. 1482496),
27 within the Town limits of the Town of Lady Lake, Florida; and
28

29 **WHEREAS**, the Town Commission of the Town of Lady Lake held a public
30 hearing to consider the variance request, and having heard evidence and testimony on
31 said request, found it to be consistent with the Lady Lake Comprehensive Plan and
32 requirements for variances set forth in the Land Development Regulations of the Town of
33 Lady Lake.
34

35 **NOW, THEREFORE, BE IT RESOLVED** that the Town Commission of the
36 Town of Lady Lake, Florida, hereby grants a variance from the provisions Chapter 5,
37 Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations
38 which requires the front yard setback to be a minimum of 20 feet. The Town grants a
39 variance request for a 10-foot front yard setback to accommodate rear patio for new home
40 for property located at 1016 Aloha Way (Alternate Key No. 1482496), within the Town
41 limits of the Town of Lady Lake, Florida.
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RESOLVED this ____ day of _____, 2016 in Lady Lake, Florida,
by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

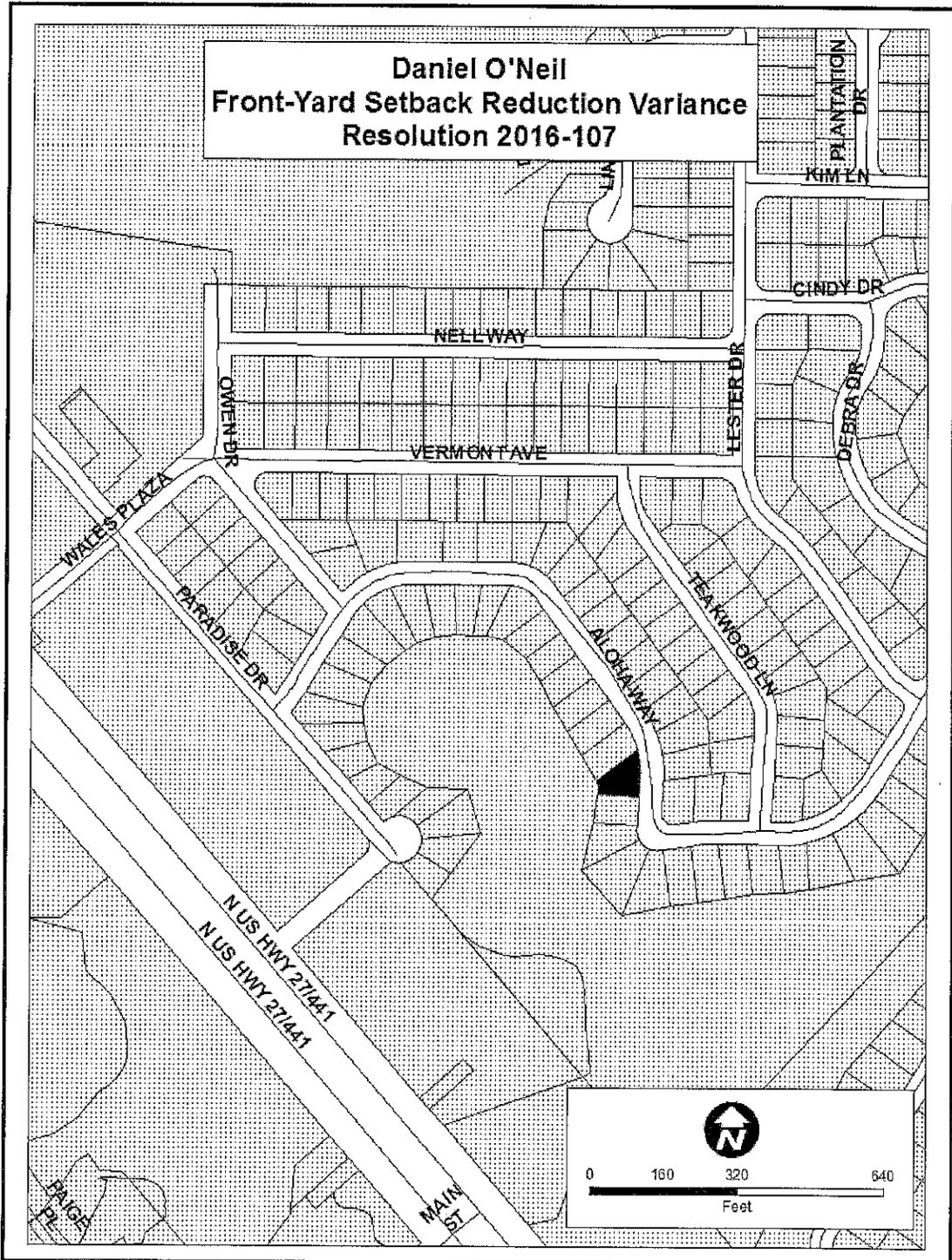
APPROVED AS TO FORM:

Derek Schroth, Town Attorney

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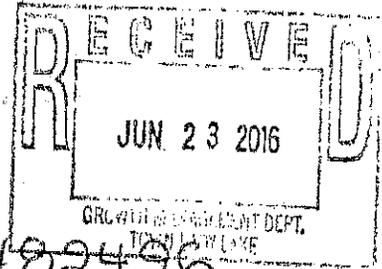
EXHIBIT "A"
Legal Description and Map

ORANGE BLOSSOM GARDENS UNIT 1 LOT 79 PB 18 PG 9 ORB 4654 PG 828
ORB 4780 PG 1129, AK# 1482496, SECTION 06 TOWNSHIP 18 SOUTH RANGE
24 EAST



8

TOWN OF LADY LAKE
VARIANCE APPLICATION



Alt. Key Number 1482496

1. Owner's name: DANIEL O'NEIL
Mailing Address: 3338 ROANOKE ST.
Email Address: ONEIL 564 @ AOL . COM
Telephone #: 561-414-7588
2. Applicant's Name: DANIEL O'NEIL
Mailing Address: 3338 ROANOKE ST
Email Address: ONEIL 564 @ AOL . COM
Telephone #: 561-414-7588
3. Applicant is: Owner: Agent Purchaser Lessee Optionee
4. Property Address/Location: 1016 ALOHA WAY
5. Legal Description: SEE ATTACHED
6. The variance requested is as follows: FRONT YARD SET BACK
FEET ENCROACHMENT
7. The variance is necessary for the following reasons: TO
ACCOMMODATE REAR PATIO FOR NEW HOME
8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:
LADY LAKE ZONING CODES APPLY

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

closed to a High water mark

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

No

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

Yes

12. Have any land use applications been filed within the last year in connection with this property? Yes No. If yes, briefly describe the nature of the request and the date it was done:

Annexation

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

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

Daniel O'Neil
Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: 06/23/2016

Received by: WT

Fees Paid: \$ 850⁰⁰

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared DANIEL O'NEIL
who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page
one of this application.

(2) That he/she desires approval for:

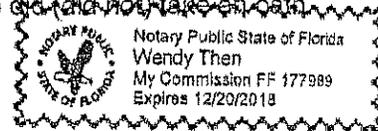
Variance - Front Yard Setback - Encroachment

(3) That he/she has appointed Self to act as
agent in his/her behalf to accomplish the above. The Owner is required to
complete the APPLICANT'S AFFIDAVIT of this application if no agent is
appointed to act in his/her stead.

Daniel O'Neil
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 22nd day of June
2016, by Daniel O'Neil, who is personally known to me or who has
produced _____ as identification and who ~~did~~ did not take an oath.

Wendy Then
Notary Public



NOTE

All applications shall be signed by the owner of the property, or some person duly
authorized by the owner to sign. This authority authorizing a person other than
the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LAKE**

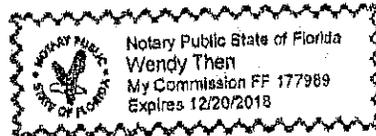
Before me, the undersigned authority, personally appeared Daniel O'Neil who being by me first duly sworn on oath, deposes and says:

- (1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That he desires approval for:
Variance - Front Yard Setback - Encroachment
- (3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Daniel O'Neil
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 22nd day of June 2016, by Daniel O'Neil, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Wendy Then
Notary Public



Select Language ▼

PROPERTY RECORD CARD

General Information

Owner Name:	O'NEIL DANIEL	Alternate Key:	1482496
Mailing Address:	3338 ROANOKE ST THE VILLAGES, FL 32182 Update Mailing Address	Parcel Number:	06-18-24-010000007900
		Millage Group and City:	F001 (UNINCORPORATED)
		Total Millage Rate:	15.17840
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	1016 ALOHA WAY LADY LAKE FL 32159 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	ORANGE BLOSSOM GARDENS UNIT 1 LOT 79 PB 18 PG 9 ORB 4654 PG 828 ORB 4780 PG 1129		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	MH LAKE LOT MH SUB (0203)	0	0		1	LT	\$0.00	\$53,000.00

Residential Building(s)

Building 001

Residential	Manufactured Home	Building Value: \$37,420.00	
Summary			
Year Built: 1977	Total Living Area: 1033	Central A/C: Yes	Attached Garage: No
Bedrooms: 2	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0
<i>Incorrect Bedroom, Bath, or other information? Click here to Update My Information.</i>			

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Wood (001)	1	672	N	0%	0%	
2	ATTACHED CARPORT (CPM)	No Wall Type (000)	1	407	N	0%	0%	
3	ALL WEATHER ROOM (AWM)	No Wall Type (000)	1	209	N	0%	0%	
4	SCREEN PORCH (SPM)	No Wall Type (000)	1	65	N	0%	0%	

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

(352) 751-1500

FAX (352) 751-1510

www.ladylake.org



June 27, 2016

RE: Variance – Resolution 2016-107

Dear Property Owner:

This is to notify you that an application has been filed with the Town of Lady Lake by Daniel O'Neil requesting a variance for property located at 1016 Aloha Way. The requested variance from the Land Development Regulation is as follows:

Resolution 2016-107

Variance from the provisions of Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations which requires the front yard setback to be a minimum of twenty-(20) feet within the MX-8 Zoning District. The applicant/owner is requesting to be allowed to encroach into the front-yard setback a maximum of ten (10) feet, thus creating the need to establish a ten (10) feet front-yard setback on property located at 1016 Aloha Way (Alternate Key No. 1482496), within the Town limits of the Town of Lady Lake, Florida.

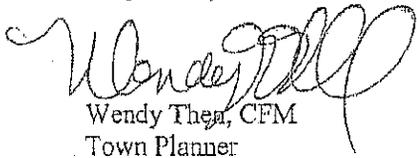
Public hearing dates on the petitions are scheduled for the following dates:

PLANNING AND ZONING BOARD - Monday, July 11, 2016 at 5:30 p.m.

TOWN COMMISSION MEETING- Wednesday, September 7, 2016 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1582 or via email at wthen@ladylake.org.

Respectfully Submitted,


Wendy Then, CFM
Town Planner

Justification Statement

Daniel O'Neil
3338 Roanoke Street
The Villages, Fl 32162

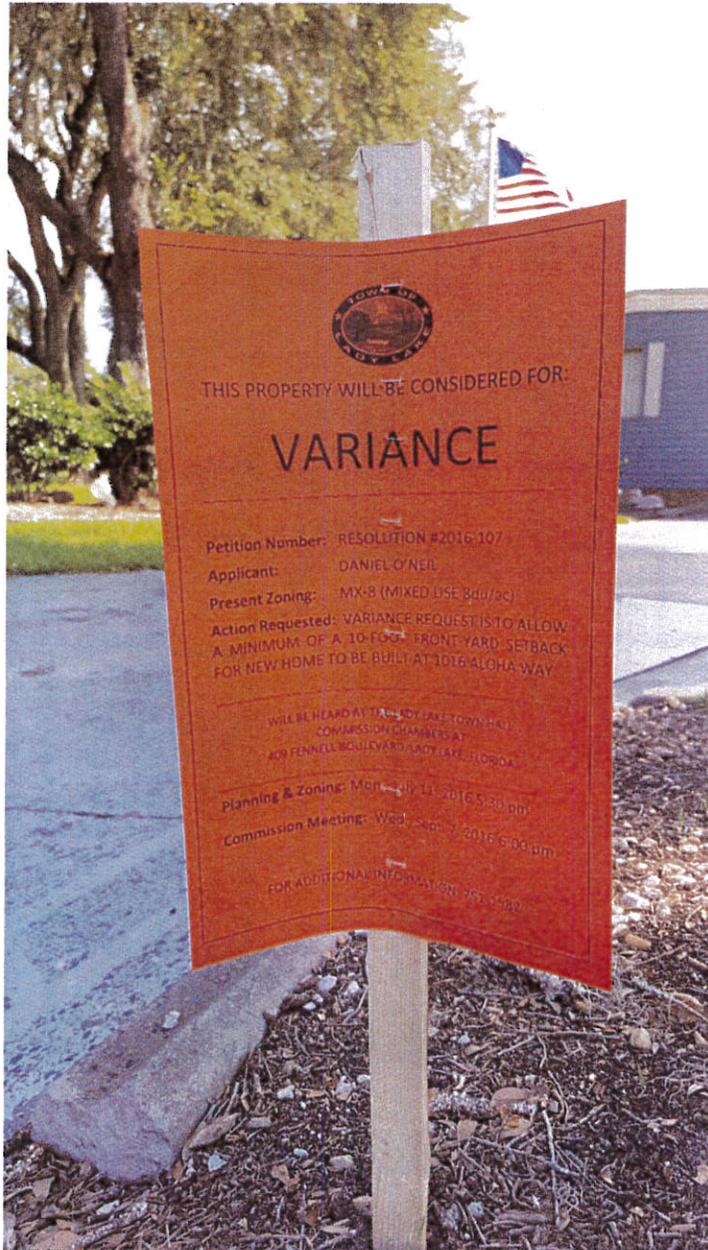
Re: 1016 Aloha Way

JUSTIFICATION STATEMENT

- 1) No diminution in value of surrounding properties would be suffered.
No diminution in value of will improve the surrounding homes values.
- 2) Granting the permit would be of benefit to the public interest.
Improving will encourage others to do the same.
- 3) Denial of the permit would result in unnecessary hardship to the owner seeking it.
Property owner is trying to improve property and have the most area available to accommodate home and enjoy property.
- 4) The use must not be contrary to the spirit of the Code.
The use of this property improvement is not contrary to land use permit
- 5) Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
At this time applicant is not requesting the variance based on financial distress.
- 6) Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.
N/A

1016 Aloha Way-Posting





1016 Aloha Way-Posting

1016 Aloha Way-Posting



1016 Aloha Way-Posting



1016 Aloha Way-Posting



1016 Aloha Way-Posting



1016 Aloha Way-Posting



1016 Aloha Way-Pictures by Applicant
Proximity to street on adjacent parcels



U-02.10
CB=N26°21'43"W

F.F.E. = 64.39

LOT
78

1016 Aloha Way-Existing

1016
(PUBLICLY DEDICATED)
ALOHA WAY
(50' WIDE RIGHT OF WAY)

MEAN HIGH WATER LINE (O.H.W.L.)
(PER LAKE COUNTY) FIELD LOCATED
DATE: 12/09/15
EL. = 58.00

S53°45'50"W
(NON-RADIAL)
5'-0" Side Setback

LOT
79

ONE STORY
MANUFACTURED
HOME

F.F.E. = 64.79

(RESIDENCE NO. 1016)

N86°14'10"W

91.00'

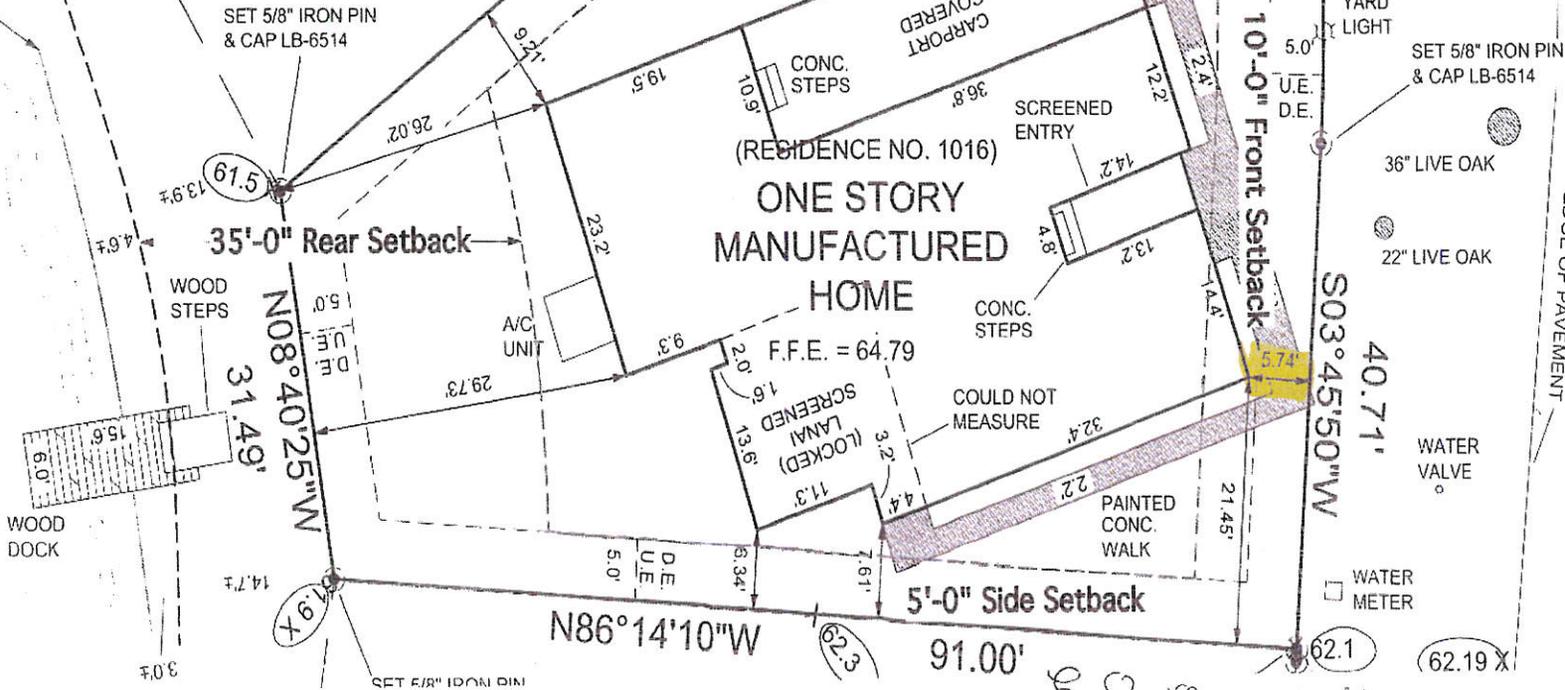
5'-0" Side Setback

S03°45'50"W

40.71'

10'-0" Front Setback

EDGE OF PAVEMENT



61.5

63.0 X

62.3

62.1

62.19 X

X(62.23)

1016 Aloha Way-Proposed

CURVE-1



=20° 15'05"
 R=181.07'
 L=64.00'
 C=63.67'
 CB=N06° 21'43" W

CURVE-2



T=110° 44'00"
 R=181.07'
 L=64.00'
 C=63.67'
 CB=N06° 21'43" W

MEAN HIGH WATER LINE (O.H.W.L.)
 (PER LAKE COUNTY) FIELD LOCATED
 DATE 12/09/15
 EL. = 99.00

EDGE OF WATER
 FIELD LOCATED
 DATE 12/09/15
 EL. = 96.51

LAKE
 PARADISE

(PUBLICLY DEDICATED)
ALOHA WAY
 (30' WIDE RIGHT OF WAY)



SITE / FLOOR PLAN
 Scale: 1/8" = 1'-0" (A)



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: July 11, 2016

SUBJECT: Resolution 2016-107 - Variance pursuant to Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations (LDRs), requesting a minimum ten (10) feet front-yard setback to replace an existing manufactured home with a Single Family Residence proposed at 1016 Aloha Way (Alternate Key No. 1482496).

DEPARTMENT: Growth Management

RECOMMENDED MOTION

1. Motion to forward Resolution No. 2016-107 - Requesting a minimum ten (10) feet front-yard setback for new home proposed at 1016 Aloha Way (Alternate Key No. 1482496) to the Town Commission with the recommendation of Approval.
2. Motion to forward Resolution No. 2016-107 - Requesting a minimum ten (10) feet front-yard setback for new home proposed at 1016 Aloha Way (Alternate Key No. 1482496) to the Town Commission with the recommendation of Denial.

Growth Management Staff is in support of recommendation #1

SUMMARY

The applicant, Daniel O'Neil, has submitted an application for a variance from Chapter 5, Section 5-4. f). 4). C). 1.a., of the Town of Lady Lake Land Development Regulations (LDRs) which requires that the front yard setback be a distance of twenty (20) feet minimum within the MX-8 Zoning District. The applicant is proposing to construct a new single-family residence at 1016 Aloha Way (Referenced by Alternate Key No. 1482496), and the variance request is to allow a minimum ten (10) feet front-yard setback along Aloha Way for the new propose home.

The applicant just recently annexed this parcel into the jurisdiction of Town of Lady Lake on March 21, 2016, to replace an existing manufactured home with a single family residence. As result of the Town's Land Development Regulations, Chapter

12, Article II, Section 12-52).a).1)., any part of the proposed habitable structure is required to adhere to a 35-foot setback from the Ordinary High Water Line from bodies of water. The parcel abuts Lake Paradise on the rear yard and it's located within a Special Flood Hazard Area (SFHA) Flood Zone A; which requires that re-development adheres to the National Flood Insurance Program (NFIP) and the Town's Floodplain Management Ordinance.

As part of the variance application, a *Justification Statement* is required and has been provided. The applicant states that:

- The ten (10) feet encroachment into the front yard setback along Aloha Way will not present an adverse impact to the general safety or well-being to adjacent properties in that the current manufactured home sits at a 5.74-foot front yard setback; therefore, the new single family residence proposal would be more in compliance with the current zoning regulations than the existing structure.
- The property will not suffer diminution of value, but rather enable the property owners to rebuild to the square footage desired. By replacing the existing late model manufactured home, the applicant must adhere to all new Florida Building Code and Life Safety Code inspections, including new hurricane and wind codes, which would enhance the neighborhood and increase the value of surrounding properties.
- Lastly, the applicant stated that in order to accommodate the setback requirements for the OHWL on the rear, the house has to be designed with a 21-foot rear-yard setback when ordinarily the rear yard setback for the MX-8 zoning would be 10 feet. That additional 11 feet is what would be needed to meet front-yard setback requirements.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 06 Township 18 South Range 24 East, Lady Lake Florida. The Future Land Use Map designation for the site is MH-HD (Manufactured Home High Density, up to 8 DUs/Acre) and is zoned "MX-8." The subject property is located at 1016 Aloha Way. The Future Land Use and Zoning Designations of the adjacent properties are as follows:

Future Land Use

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
East	Lake County – Medium Urban Density
North	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
South	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)

Zoning

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)

Note:

Project will be required to adhere to the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas. Elevation certificates will be required throughout the permitting process to establish compliance.

Notices to inform the surrounding property owners (15) within 150' of the property of the proposed variance were mailed by on Monday, June 27, 2016. The property was also posted on Monday, June 27, 2016.

PUBLIC HEARINGS

The **Technical Review Committee** individually reviewed the variance application for Resolution 2016-107 on Monday, June 27, 2016, provided comments, and determined the application to be complete and ready for transmittal to the P&Z Board.

The **Town Commission** is scheduled to consider Resolution 2016-107 on first and final reading at the Special Meeting on Wednesday, September 7, 2016, at 6:00 p.m.

FISCAL IMPACT: \$ 0

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

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

W4
7/5/16

DEPARTMENT HEAD	<i>C. Carr</i>	Submitted	7/5/16	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements		Date
TOWN MANAGER	<i>[Signature]</i>	Approved Agenda Item for:	7/11/16	Date 7/5/16

BOARD ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain

Approved with Modification

McKenzie, Coles 4/0
C.E. Carr

