



**TOWN COMMISSION MEETING AGENDA  
TOWN OF LADY LAKE, FLORIDA  
OCTOBER 6, 2025**

Town Hall Commission Chambers  
409 Fennell Blvd., Lady Lake, Florida 32159  
6:00 PM

Citizens are encourage to participate in the Town of Lady Lake meetings.

**PROCEDURE**

**If you wish to address the Town Commission on any item on the agenda or comment for something not on the agenda you must fill out a Speaker Card and turn it in to the Town Clerk prior to the agenda item.** Speakers will be limited to three minutes. Persons interested in speaking on an item not on the agenda may be heard under “PUBLIC COMMENTS.” Citizen groups are asked to name a spokesperson. Upon being recognized, please approach the dais, state your name and address, and speak clearly into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and silence your electronic devices.

- 1. CALL TO ORDER**
- 2. INVOCATION** - Led by Minister Matt Malott - New Life Christian Church
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS**
  - a.** Proclamation — Florida City Week 2025 Presented by Mayor Ed Freeman
- 5. ROLL CALL**
- 6. CONSENT - (PUBLIC COMMENT TAKEN)**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one Motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda

and considered separately.

- a. Approval of the September 11, 2025 Town Commission Meeting Minutes
- b. Approval of the September 15, 2025 Town Commission Meeting Minutes
- c. **Library Services** — Consideration and Approval of Lake County Public Library Policies (Kourtney Fehr)
- d. **Parks & Recreation Department** - Consideration of approval for the Parks and Recreation Director to work with the P.D. and submit an application for The Florida House of Representatives Appropriations Project Request — Fiscal Year 2024-25 for Protective Event Traffic Barriers. (Mike Burske)
- e. **Parks & Recreation Department** — Consideration for the Food Vendors to offer Alcoholic Beverage samples at the Speak Easy Event on November 7, 2025, at the Lady Lake Library, and also allow the sale of alcoholic beverages at the concert series this year. (Mike Burske)

## 7. PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS (PUBLIC COMMENT TAKEN)

- a. **Growth Management - Ordinance 2025-12 Second and Final Reading — Public Hearing** - Dennexation Taylor Long et al — An Ordinance Voluntarily Deannexing Nine Properties Totaling Approximately 20.69 acres, owned by Taylor and Turner Long, Kristen and Wade Pettis, \*\*\*\*\* (Owner's Information Exempt Under Florida Law), Kayla and Daniel Davis, David Chiodo, David Carnecchia, Justine Carnecchia Life Estate, Debra Francis, and Scott Doree, located on the East and West of Carolina Avenue and North of Lake Griffin Road, within Lake County Florida. (Thad Carroll)

## 8. NEW BUSINESS – (PUBLIC COMMENT TAKEN)

- a. **Growth Management - Ordinance 2025-13 - First Reading — Rezoning Lake Ella PUD Amendment** — An ordinance modifying the existing zoning entitlements and boundary under the Lady Lake Planned Development (PUD) designation for five properties totaling approximately 50.9 acres; Referenced by Alternate Key Numbers 3922235, 3374916, 1282608, 3793911, and 1282594 within Lake County, Florida. (Thad Carroll)
- b. **Legal Department — Ordinance 2025-14 - First Reading** — An Ordinance of the Town of Lady Lake, Florida, prescribing procedures and forms for the reasonable opportunity to be heard at Commission Meetings and Planning & Zoning Meetings, providing for severability, repeal of conflicting ordinances, codification, and an effective date. (Derek Schroth)

- c. **Legal Department** — Consideration and Approval of Proposed Time Frame Benchmarks For Draft Agreement With Fruitland Park to Complete Its Wastewater Treatment Plant. (Derek Schroth)
- d. **Police Department** — Request Commission support for the Lady Lake Police Department to contract with Flock Safety License Plate Reader Technology. (Steve Hunt)
- e. **Public Works Department** - Discussion/Direction on a proposed agreement from Florida Department of Transportation (FDOT) for Maintenance Services Along US27/441 Corridor in Lady Lake (C.T. Eagle)

## **9. MAYOR AND COMMISSIONER’S REPORTS**

## **10. TOWN MANAGER’S REPORT**

## **11. TOWN ATTORNEY’S REPORT**

## **12. PUBLIC COMMENTS**

This section is reserved for members of the public to bring up concerns or comments on any matter. The time limit for such comments is (3) minutes and only those members of the public who submitted a request to speak to the Clerk in writing on the Town’s approved form will be permitted to speak. Please be courteous and respectful of the views of others. Personal attacks on the Town Commission, Town Staff, or members of the public are not allowed.

## **13. ADJOURN**

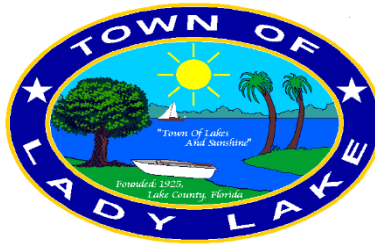
**NOTICES:** Pursuant to Section 286.0105, Florida Statutes, If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he/she may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) One or more members of any other Town Board or Committee may be in attendance at this meeting but will not be conducting business.

**In accordance with the Americans with Disabilities Act (ADA)**, persons with a disability needing a special accommodation to participate in the Town Commission meeting should contact the Town Clerk's Office, 409 Fennel Boulevard, Lady Lake, FL 32159, Telephone: (352)751-1501, Email: krosado@ladylake.org not later than 48 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 7-1-1 or for a telecommunications device contact (352) 751-1565.

Please contact the Town Clerk’s Office with any questions at 352-751-1501. This meeting is

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





# Proclamation

**WHEREAS**, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS**, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of different activities.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LADY LAKE AS FOLLOWS:**

I, Ed Freeman, by virtue of the authority vested in me as Mayor of the Town of Lady Lake, Florida, do hereby proclaim the week of **October 20 - 26, 2025** as

## “Florida City Week”

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 6<sup>th</sup> day of October, year of our Lord, two thousand twenty-five.

Town of Lady Lake, Florida

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Ed Freeman, Mayor

Attest:

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Kathleen Rosado, Town Clerk

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

**September 11, 2025**

The regular meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with Mayor Ed Freeman presiding. The meeting convened at 5:30 p.m.

**CALL TO ORDER**

Mayor Ed Freeman

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

| Commissioner (Ward) | Present |
|---------------------|---------|
| Regan (Four)        | YES     |
| Gourlie (Two)       | YES     |
| Roberts (One)       | YES     |
| Sage (Five)         | YES     |
| Freeman (Three)     | YES     |

**STAFF PRESENT**

Bill Lawrence, Town Manager; Joella LeDonne, Finance Director; Brandi Carson, Assistant Finance Director; Police Chief Steve Hunt, Lady Lake Police Department; and Kathy Rosado, Town Clerk

**ADMINISTRATIVE ITEMS**

**1. Resolution 2025-104 (First and Final Reading) — Final Assessment for Fire Protection Services within The Villages Fire Protection Special Assessment District (Joella LeDonne)**

Finance Director Joella LeDonne introduced Resolution 2025-104, read by title only.

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

Mayor Freeman inquired as to whether this had previously been considered.

Ms. LeDonne replied affirmatively adding that this was discussed in July with The Villages District Manager, Kenny Blocker.

1   **Upon a motion by Commissioner Gourlie and a second by Commissioner Regan, the**  
2   **Commission approved the first and final reading of Resolution 2025-104, adopting the Final**  
3   **Assessment for Fire Protection Services within The Villages Fire Protection Special**  
4   **Assessment District. Motion carried 5-0.**

5   **2. Resolution 2025-105 (First and Final Reading) — Imposition of a Special Assessment for**  
6   **Solid Waste Collection and Disposal Services, Facilities, and Programs within the Solid**  
7   **Waste Special Assessment District (Joella LeDonne)**

8   Finance Director Joella LeDonne introduced Resolution 2025-105, read by title only. Ms.  
9   Winegardner noted that this ordinance was advertised in a local paper, and not in the legal ads  
10   in the Classified section; it must be a full-size ad. No changes were made to the ordinance since  
11   first reading.

12   Mayor Freeman asked if there were any questions or comments from the Commissioners.

13   Commissioner Sage verified with Ms. LeDonne this resolution is for trash pickup with Waste  
14   Management. Because another garbage collection company is being used in the southern  
15   portion of The Villages, he inquired if this service is goes out to bid.

16   Town Manager Bill Lawrence stated that this service has not gone out to bid. He acknowledged  
17   that there are other garbage collection companies in the area. He stated that Waste  
18   Management's contract was extended last year. This could go out to bid when the current  
19   contract expires, if that it is the desire of the Commission.

20   Commissioner Sage acknowledged that Waste Management is doing a good job. He stated that  
21   the contract with Kling Towing was extended as well. He stated that it is a good practice to go  
22   through the competitive bid process once an agreement has been extended once or twice.

23   Ms. LeDonne stated she will see when the Waste Management contract will expire. She stated  
24   the bid process should begin approximately six months prior to the contract's expiration date.

25   Commissioner Roberts stated that the rate for the properties she owns in the middle region of  
26   The Villages is equivalent to what she has been paying in those areas. She stated that the new  
27   assessment will bring the cost to a competitive level. She stated that she spoke with the former  
28   finance director about this last year who stated that Waste Management wanted to raise their  
29   rates and she discouraged it because the Commission had extended the contract. She stated  
30   this was an impending and she was pleased that it was just \$50 annually.

31   Commissioner Regan stated that Waste Management has provided terrific service. He stated  
32   that he is not familiar with the service Jacobs provides. He stated that he understands  
33   Commissioner Sage's desire to get the best price.

1    **Upon a motion by Commissioner Gurlie and a second by Commissioner Sage, the**  
2    **Commission approved the first and final reading of Resolution 2025-105. The motion carried**  
3    **5-0.**

4    **ADJOURN**

5    There being no further business, the meeting was adjourned at 5:53 p.m.

6    \_\_\_\_\_  
7    Kathleen Rosado, Town Clerk

8    \_\_\_\_\_  
9    Ed Freeman, Mayor

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

**September 15, 2025**

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

Mayor Freeman stated a comment card must be filled out in order to speak on a topic. A card may be filled out at any time during the meeting.

Mayor Freeman stated that when he adjourns the meeting no one will be permitted to speak.

Mayor Freeman verified with Deputy Town Clerk Osborne that this meeting was properly noticed.

**CALL TO ORDER**

**INVOCATION**

Jim Knight – Retired Pastor

**PLEDGE OF ALLEGIANCE**

Led by Mayor Freeman

**ROLL CALL**

| Commissioner (Ward) | Present |
|---------------------|---------|
| Regan (Four)        | YES     |
| Gourlie (Two)       | YES     |
| Roberts (One)       | YES     |
| Sage (Five)         | YES     |
| Freeman (Three)     | YES     |

**STAFF PRESENT**

Bill Lawrence, Town Manager; Thad Carroll, Growth Management Director; Becky Higgins, Senior Planner; Lady Lake Police Chief Steve Hunt; Lieutenant Robert Tempesta, Lady Lake Police Department; Lieutenant Allen Greene, Lady Lake Police Department; C.T. Eagle, Public Works Director; Joella LeDonne, Finance Director; Brandi Carson, Assistant Finance Director; Tamika DeLee, Human Resources Director; Aly Herman, Library Director; Kathy Rosado, Town Clerk; and Carol Osborne, Deputy Town Clerk.

Town Attorney Derek Schroth was also in attendance.

**A. PUBLIC HEARING**

**1. Resolution 2025-109 – First and Final Reading – Adoption of the Final Millage Rate for FY 2025-2026. (Joella LeDonne)**

Finance Director Joella LeDonne presented Residential 2025-106, which sets the Fiscal Year 2025-2026 tentative property tax millage rate of 3.6510 mills per \$1,000 taxable valuation, which is 6.53% greater than the current years rolled back rate of 3.4273.

Staff recommends approval of Res. 2025-109.

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 proposed millage rate, and if changed, re-compute its proposed 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.

As a reminder, the Town Commission could have increased the millage rate at the September 3, 2025, meeting, but at the second public hearing on September 15<sup>th</sup>, the Town Commission will not be able to increase it from what was approved at the September 3<sup>rd</sup> meeting. This rate, plus any other rate below this rate, requires an affirmative vote of three members of the Town Commission.

The hearing was advertised via the TRIM notice mailed out by the Property Appraiser and in the Daily Sun newspaper on Friday, September 12.

Commissioner Sage asked Ms. LeDonne to explain how the rollback rate is calculated. He stated the commission did not increase the millage rate yet based on information in the newspaper regarding the rollback rate it appears that the commission could be raising taxes this year.

Ms. LeDonne stated the rollback rate allows the same revenue as the previous year.

Town Manager Bill Lawrence explained further that the current proposed mill rate is the same as last year. He stated that the town's revenues are down from last year.

Commissioner Roberts acknowledged that the roll back rate is confusing. She stated that the millage rate did not change, the valuation of properties increased which raised taxes. She stated that the town is receiving less money in ad valorem taxes than it takes to operate the police department.

**Upon a motion by Commissioner Gourlie and seconded by Commissioner Roberts, the Commission approved the first and final reading of Resolution 2025-109, which sets the FY**

**2025-2026 tentative millage rate of 3.6510 mills per \$1,000 taxable valuation which is greater than the current year's rolled back rate of 3.4273 mills, by the following roll call vote:**

| Commissioner (Ward) | Vote |
|---------------------|------|
| Regan (Four)        | YES  |
| Gourlie (Two)       | YES  |
| Roberts (One)       | YES  |
| Sage (Five)         | YES  |
| Freeman (Three)     | YES  |

**Motion passed by a vote of 5-0.**

**2. Ordinance 2025-11 – Second and Final Reading – Adoption of Operating Budget for Fiscal Year 2025-2026. (Joella LeDonne)**

Finance Director Joella LeDonne stated that Ordinance 2025-11 finalizes the Fiscal Year 2025-2026 estimated revenues, expenditures, and expenses for the general fund, the special revenue fund, and utilities fund.

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 approve the second and final reading of the budget ordinance after adoption of the tentative millage rate.

The hearing was advertised via the TRIM notice mailed out by the Property Appraiser and in the Friday, September 12, 2025, Daily Sun newspaper.

The fiscal impact for Fiscal Year 2025-2026 is \$37,116,027.

**Upon a motion by Commissioner Gourlie and seconded by Commissioner Regan, the Commission approved the second and final reading of Ordinance 2025-11, by the following roll call vote:**

| Commissioner (Ward) | Vote |
|---------------------|------|
| Regan (Four)        | YES  |
| Gourlie (Two)       | YES  |
| Roberts (One)       | YES  |
| Sage (Five)         | YES  |

| Commissioner (Ward) | Vote |
|---------------------|------|
| Freeman (Three)     | YES  |

**Motion passed by a vote of 5-0**

**B. CONSENT**

**1. September 3, 2025 – Town Commission Minutes**

**Commissioner Roberts made a motion to approve the Consent Agenda as presented; Commissioner Sage seconded. Motion carried 5-0.**

**C. NEW BUSINESS**

**1. None**

**D. TOWN ATTORNEY’S REPORT**

**1. Ordinance 2025-12 – First Reading – De-annexation – Taylor Long et al – An ordinance voluntarily De-annexing Nine Properties Totaling Approximately 20.69 acres, owned by Taylor and Turner Long, Kristen and Wade Pettis, \*\*\*\*\* (Owner’s Information Exempt Under Florida Law), Kayla and Daniel Davis, David Chioo, David Carnecchia, Justine Carnecchia Life Estate, Debra Francis, and Scott Doree, located on the East and West Side of Carolina Avenue and North of Lake Griffin Road, within Lake County Florida. (Thad Carroll)**

Growth Management Director Thad Carroll stated on Thursday, July 31, 2025, an application was filed with the Town of Lady Lake by Taylor Long on behalf of the owners of nine properties requesting to de-annex said properties from the incorporated limits of the Town of Lady Lake. The zoning designation is single-family medium density. The present use of the property is residential.

Staff recommend approval of Ordinance 2025-12. Mr. Carroll stated that the town has approved de-annexations in the past.

Mr. Carroll stated that several property owners along Carolina Avenue contacted him at various times to discuss de-annexation stating that they are not receiving town utility services or road maintenance. He stated that the police have responded to a few calls in that area and there have been some code enforcement cases along Carolina Avenue. Mr. Carroll stated that the individual properties average two or more acres. He stated that per the Lake County tax rolls, the total value of these properties is less than \$5,000.00.

Mr. Carroll presented a location map of the subject properties, noting that they are adjacent to the Water Oak Community. He stated that the town has water and sewer service near Lake



Griffin Avenue. To service these properties, utility lines would need to be installed more than a quarter of a mile. The town does not have plans at this time to construct these service lines and there is no proposed development at this location that compels the need for these services. He advised that water and sewer utilities serve one-half acre lots or lots less than one-quarter acre.

Mr. Carroll instructed the applicant to contact Lake County, to find out how they would go about acquiring a comprehensive plan designation and a zoning designation. He stated that the first step is removing these properties from the town's boundary because that area is rural in character.

Notices to inform the surrounding 28 property owners within 150 feet of the properties were mailed on Monday, August 25, 2025. The property was also posted on Monday, August 25, 2025.

To date, staff has not received any correspondence in support or opposition of this application.

Commissioner Regan inquired if the property owners' desire is to keep the area rural.

Mr. Carroll replied affirmatively reiterating that these properties are two or more acres each. He stated that the town codes are more stringent than the county codes and the property owners feel that they are unable to utilize their property as they would like to.

Mr. Carroll stated that in 2001 the County's lot split regulations pertained to parcels for minor subdivisions or a family lot split. At that time, the property owner applied for annexation into the town. Mr. Carroll stated that according to the minutes of the commission meeting when the annexation ordinance was presented, the commission agreed to the annexation contingent upon the property owners constructing the water and sewer lines and the road development and maintenance. Mr. Carroll advised that these terms were not met. Carolina Avenue is a dirt road and there are no water or sewer lines.

Mayor Freeman verified with Mr. Carroll that the properties to the west of this area are also in Lake County.

**Upon a motion by Commissioner Gourlie and seconded by Commissioner Roberts, the Commission approved the second and final reading of Ordinance 2025-12, by the following roll call vote:**

| Commissioner (Ward) | Vote |
|---------------------|------|
| Regan (Four)        | YES  |
| Gourlie (Two)       | YES  |

| Commissioner (Ward) | Vote |
|---------------------|------|
| Roberts (One)       | YES  |
| Sage (Five)         | YES  |
| Freeman (Three)     | YES  |

1     **Motion passed by a vote of 5-0**

2     **2. Resolution 2025-107 – First and Final Reading – A Resolution of the Town Commission of**  
3     **the Town of Lady Lake, Florida; Vacating a Portion of the Public Right-of-Way of County**  
4     **Road 25, also Referenced as Teague Trail, lying within the Northeast ¼ of Section 17,**  
5     **Township 18 South, Range 24 East, Lake County, Florida. (Thad Carroll)**

6     Growth Management Director Thad Carroll stated that the application for the right-of-way  
7     vacation was submitted by Steven Longo on behalf of SRK Lady Lake 43 Associates. On  
8     January 22, 2025, the Lake County Board of County Commissioners transferred that portion  
9     of Teague Trail/ CR 25 lying southwest of Highway 27/441, to the west of the intersection at  
10    Water Oaks Boulevard. Should Resolution 2025-107 be approved, the northern half, roughly  
11    928 feet, will be vacated and become real property of the adjacent property owners. The  
12    remaining portion of County Road 25/Teague Trail west of Highway 27/441 will continue in  
13    operation and be maintained by the Town of Lady Lake.

14    Staff recommends approval of Resolution 2025-107.

15    Mr. Carroll presented a map indicating the location of the subject right-of-way. He stated that  
16    this map was distributed to the adjacent property owners and was included in the  
17    advertisement of this resolution. He indicated on an aerial view of the area that the subject  
18    right-of-way stops at the end of commercial property. He advised that these properties would  
19    continue to have access because they have frontage to Teague Trail.

20    Mr. Carroll stated that once vacated, the property owner will maintain this right-of-way.

21    Mr. Carroll stated that the application was submitted in conjunction with a site plan  
22    application that is currently being considered for development of property formerly known as  
23    the Mayfield property. The applicant needs to vacate this portion of the right-of-way due to  
24    the proximity of one of the building footprints to the right-of-way and the inability to  
25    maintain the necessary setbacks.

26    Mr. Carroll presented a current sketch map of the subject property and a sketch map of the  
27    proposed project. He stated this area is adjacent to the Lady Lake Crossing Shopping Center,  
28    which is the site plan under consideration. The property owner currently owns the parcels to

1 the west of the right-of-way, subject to the vacation request. The right-of-way presently  
2 terminates in a cul-de-sac which is southwest of the newly widened Highway 27/441.

3 Mr. Carroll advised that Duke Energy is the only entity which has a need to utilize the roadway  
4 due to their substation located east of the portion of right-of-way proposed to be vacated.  
5 The applicant, SRK Lady Lake 43 Associates, LLC, has granted Duke Energy an Access Road  
6 Easement to ensure that there is access to their facilities after the right-of-way vacation  
7 occurs. There are five commercial parcels which currently use that portion of County Road  
8 25/Teague Trail north of the intersection with Oak Street; however, that portion of right-of-  
9 way along their commercial frontage is not part of the right-of-way vacation application.  
10 Therefore, access to their properties will not be impeded. He stated that a traffic light is  
11 included as part of this development.

12 Five adjacent property owners within 150 feet of the subject right-of-way vacation were  
13 notified of the receipt of the application on Thursday, August 28, 2025. No responses of  
14 support or opposition were received. The property was also posted to identify the subject  
15 right-of-way to be vacated on Wednesday, August 27, 2025.

16 The Technical Review Committee members individually reviewed Resolution 2025-108 for the  
17 right-of-way vacation and found the application ready for consideration by the Town  
18 Commission. The Planning and Zoning Board does not review Right-of-Way Vacation  
19 applications.

20 Mayor Freeman inquired if this right-of-way is part of the old railroad right-of-way on Teague  
21 Trail. He stated that there were plans to construct Gardenia Trail and that could not happen if  
22 this area is no longer a public area. He inquired as to whether the town could get a guarantee  
23 from the developer that this area would be included in the trail should the trail plans come to  
24 fruition.

25 Mr. Carroll stated that the developer would have to agree to this proposal. He stated that he  
26 has not seen the alignments of Gardenia Trail recently and is unsure if its location is regards  
27 to this property.

28 Mayor Freeman stated that this project came up for discussion recently and that funding may  
29 be available. He expressed his concern that once this right-of-way is vacated, the town cannot  
30 get it back.

31 Mr. Carroll stated that the developer could dedicate an easement to the town or dedicate the  
32 right-of-way back to the town. He reiterated that he is unaware of the alignment of the trail  
33 and that it could be along Rolling Acres Road.

34 Martin DelleBovi, Benchmark Group, 4053 Maple Road, Amherst, New York

Mr. DelleBovi stated that he is unaware of the proposed trail and would need to see the alignment. He stated that 20-inch sewer lines were installed in that area approximately six years ago, along with water lines. He advised that two additional easements in that area will be vacated, and a permanent easement will be installed for both sewer lines and the water lines.

Mayor Freeman stated that many of these trails are parallel to public rights-of-way. He stated that a pedestrian crossing could be constructed.

Commissioner Roberts clarified with Mayor Freeman that he is referring to shared-use, non-motorized trails, aka SUNtrails. She stated these trails would not be a motorized throughway.

Mayor Freeman stated that if this trail project comes to fruition, he wants the town to be included.

Mr. DelleBovi stated that easements for public access have been constructed across property to provide site transversal. He stated that he would need to know the exact details of the project to isolate it from parking and landscape areas.

Mayor Freeman stated that because of the amount of infrastructure that is already in place, the County would have to work around a lot of issues if the trail project proceeds.

Mr. DelleBovi stated that he has seen abandoned railroad lines converted into trails in other municipalities. He stated the old railroad lines in Leesburg, FL, are isolated and not on rights-of-way. These separate railway areas were turned over to the municipality to be converted to trails.

**Upon a motion by Commissioner Gourlie and seconded by Commissioner Regan, the Commission approved the first and final reading of Resolution 2025-107, by the following roll call vote:**

| Commissioner (Ward) | Vote |
|---------------------|------|
| Regan (Four)        | YES  |
| Gourlie (Two)       | YES  |
| Roberts (One)       | YES  |
| Sage (Five)         | YES  |
| Freeman (Three)     | YES  |

**Motion passed by a vote of 5-0**

**3. Resolution 2025-108 – First and Final Reading – Variance – a Resolution Granting a Variance from the Provisions of Chapter 5). Chart 6-2, of the Town of Lady Lake Land Development Regulations which Requires the Side Yard Setback Abutting a Local Roadway to be a Minimum of 20 feet within the MX-8 “Mixed Residential Medium Density” Zoning District. The Variance Request is to Allow a Minimum of 12.5 foot West Side Yard Setback on Property owned by Dennis and Patricia Farrington Trustees, located at 718 Saint Andrews Boulevard, within Lake County Florida. (Thad Carroll)**

Growth Management Director Thad Carroll stated that on Tuesday, July 29, 2025, a variance application was filed with the Town of Lady Lake, by Licciardello Construction Inc on behalf of property owners, Dennis and Patricia Farrington Trustees, for property located at 718 Saint Andrews Boulevard, within the Town Limits of Lady Lake, Florida. The Land Use Designation is Mobile Home High Density and the Zoning Designation is Mixed Residential Medium Density. The variance request is pursuant to Chapter 5, Chart 5-2, of the Land Development Regulations (LDRs) which requires the side yard abutting a local roadway setback to be a minimum of 20 feet within the MX-8 "Mixed Residential Medium Density" Zoning District.

Staff recommends approval of Resolution 2025-108.

Mr. Carroll stated that the applicants are proposing to locate structures 12.5-feet back from the right-of-way. He stated that this property has two roadway frontages and due to the larger setbacks required for corner lots, the buildable area on this property is significantly reduced. The homeowner is seeking to relocate the driveway to Bay Meadows Lane, where reduced traffic would provide a safer environment for entering and exiting the property. The proposed garage would offer secure storage for the owner's car and golf cart, replacing the existing golf cart storage shed, which will be removed. The existing golf cart garage is located 13.9 feet from the property line, which is presently within the required 20-foot setback.

Mr. Carroll stated that the existing structure was permitted without a variance in 2002.

Mr. Carroll presented a sketch map and an aerial map of the subject property. He stated he measured off the aerial map and it is approximately 28 feet from the corner of the existing structure to the edge of the pavement.

Mr. Carroll stated that there would be enough of a setback where line of sight would not be impeded if the variance is granted.

Notices to inform the surrounding 22 property owners within 150' of the subject property were mailed on Monday, August 25, 2025. Notification signs were posted on the property Monday, August 25, 2025.

Staff have received two letters of support from neighboring property owners.

The Technical Review Committee reviewed Resolution 2025-108 and found it was ready for consideration by the Planning and Zoning Board.

At the September 8, 2025, meeting, the Planning and Zoning Board voted 4-0 to forward Resolution 2025-108 to the Town Commission with the recommendation of approval.

Commissioner Gourlie verified with Mr. Carroll that this is not a significant distance.

Mr. Carroll replied affirmatively, adding that it will be a closer encroachment to the rear of the property.

Commissioner Regan inquired if the smaller structure is currently in place.

Mr. Carroll replied affirmatively noting that granting the variance would provide them with legal documentation that it is a nonconformity with the lot. He reiterated that the permit was issued in 2002 and there is no evidence that the variance was granted.

**Upon a motion by Commissioner Sage and seconded by Commissioner Roberts, the Commission approved the first and final reading of Resolution 2025-108, by the following roll call vote:**

| Commissioner (Ward) | Vote |
|---------------------|------|
| Regan (Four)        | YES  |
| Gourlie (Two)       | YES  |
| Roberts (One)       | YES  |
| Sage (Five)         | YES  |
| Freeman (Three)     | YES  |

**Motion passed by a vote of 5-0**

#### **TOWN MANAGER'S REPORT**

Mr. Lawrence commended the finance department for working with town staff to create the FY 2025-2026 budget.

Mr. Lawrence commended Sgt. Charles Gehrsitz who graduated from the FBI National Academy.

#### **MAYOR AND COMMISSIONER'S REPORT**

Commissioner Gourlie acknowledged that the grass has been cut along Hwy 27/441.

Public Works Director C. T. Eagle, speaking from the audience, clarified that the grass is cut by FDOT.

1 Commissioner Sage stated that the median and the area in front of Home Depot do not  
2 appear to have been mowed in months.

3 C.T. Eagle, Public Works Director

4 Mr. Eagle advised that those areas are located on Lake County roads, and the town does not  
5 maintain Lake County roads. He advised that a Memorandum of Agreement (MOA) for the  
6 maintenance of the Hwy 27/441 corridor will be presented at an upcoming commission  
7 meeting.

8 Commissioner Gourlie suggested the town mow those areas and bill the county.

9 Mr. Eagle stated that the county would not reimburse the town.

10 Mr. Lawrence stated that he discussed this with the Lake County manager, Jennifer Barker,  
11 advising her that the town has been maintaining the County roads that are within town limits  
12 and has not been reimbursed from the County. He stated that Ms. Barker indicated that she  
13 was unaware that the town was doing this and would investigate it. Mr. Lawrence stated that  
14 she was also not aware of the agreement the town has with Lake County that the town would  
15 utilize approximately \$88,000 from the town's tree fund to landscape the median on CR 466.

16 Mr. Lawrence stated these conversations came about due to the survey being conducted  
17 through Lake 100. The consultant asked the municipalities who joined this group what their  
18 municipalities do for the County outside their town limits. Mr. Lawrence stated that he  
19 discussed how the town maintains County roads within town limits. He stated that many of  
20 the County representatives were surprised to learn this.

21 Mr. Eagle added that the town has mowed these areas for approximately 20 years.

22 Commissioner Roberts stated that on Friday, September 12, 2025, she and Mayor Freeman  
23 attended a meeting of the Heartland League of the Elected Municipal Officials. She stated one  
24 topic of discussion was the SUNtrails around the state and particularly in Lake County. She  
25 stated it was interesting to learn the process of converting the former CSX railways into the  
26 trails and design to connect them with other municipalities. She stated this is difficult work  
27 and the state is funding approximately \$50M annually for this project, which is for the benefit  
28 of all the citizens of Florida and its visitors. She stated that she is in favor of the trail project.

29 Commissioner Roberts stated that the commissioners received a letter dated September 8  
30 from a woman named Mary Kay, who has a Lady Lake address and is asking the  
31 commissioners to be very transparent and consider what the commissioners do with regards  
32 to millage. She stated that her request is misdirected due to the fact that she resides in one of  
33 the unincorporated parcels in the historic side of Lady Lake in The Villages. These parcels

1 have a Lady Lake address yet are actually in unincorporated Lake County. There are also  
2 parcels with a Lady Lake postal address that are in Sumter County.

3 Commissioner Roberts stated that if your tax bill has BOCC listed, that refers to the Board of  
4 County Commissioners and questions or comments need to be directed to the Lake County  
5 commissioners.

6 **ADJOURN**

7 Mayor Freeman stated that he did not have any Public Comment cards and adjourned the  
8 meeting. Dr. Reverend Paul Harsh stated that he had filled out a card and left it on the table  
9 instead of giving it to the Recording Clerk.

10 Attorney Schroth advised that Dr. Harsh is permitted to express his comments.

11 **PUBLIC COMMENTS**

12 Reverend Dr. Paul Harsh stated that at a previous commission meeting he suggested a  
13 workshop meeting with the town commission to discuss building a bridge on mutual  
14 integrity. He expressed his disappointment that a workshop meeting has not been scheduled.

15 **ADJOURN**

16 There being no further business to discuss, the meeting adjourned at 6:50 p.m.

17 \_\_\_\_\_  
18 Kathleen Rosado, Town Clerk

19 \_\_\_\_\_  
20 Ed Freeman, Mayor





# **TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA**

## **AGENDA ITEM TITLE**

**Library Services** — Consideration and Approval of Lake County Public Library Policies  
(Kourtney Fehr)

## **AGENDA ITEM ID**

2025-792

## **DEPARTMENT**

Library

## **SUMMARY**

Lake County has recently updated and adopted policies in the operation of the public library system. These policies are a critical part of the day-to-day operations of the library and its patrons. Since the Town of Lady Lake operates the Lady Lake Library and is a member of the Lake County Library System, it is important for Town to be consistent in its adoption and adherence to the County's library policies.

The policies include:

1. LCC 12 — Patron Request for Reconsideration of Library Materials (must be adhered to as part of the interlocal agreement).
2. LCC-45 - Lake County Library System Internet Access Policy and Disclaimer (must also be adhered to since we are using the County network).
3. LCC-34 - Patron Guidelines Governing the Use of the Lake County Library System Member Libraries.

Staff have reviewed these policies and recommend that the Town adopt the policies.

## **STAFF RECOMMENDATION**

Staff recommends adoption of the (3) Lake County Library Policies.

## **FISCAL IMPACT**

N/A

**FUNDING SOURCE**

N/A



**Title: LAKE COUNTY LIBRARY SYSTEM  
PATRON REQUEST FOR RECONSIDERATION  
OF LIBRARY MATERIALS**

**Number: LCC-12  
Cancels: LCC-12  
approved 11/02/93  
Approved: September 15, 2009**

## **I. OBJECTIVE**

This statement serves as a guideline to library staff and to inform the public of the principles upon which decisions are made regarding the reconsideration of library materials.

## **II. DEFINITIONS AND REFERENCES**

- A. Citizen Request/Complaint Process:  
Lake County Procedure LC-4 which “establishes a method of responding to the requests and/or complaints of the citizens of Lake County to insure that the matter has been finalized.”
- B. Lake County Library Advisory Board:  
An appointed board created to study and make recommendations to the Lake County Board of County Commissioners regarding the coordination and development of a countywide library system.
- C. Local Library Board:  
The operating or advisory board of a member library.
- D. “Librarian’s Report and Request for Assistance Form”:  
A form which is used by the Intellectual Freedom Committee of the Florida Library Association to record censorship incidents in the State of Florida and to assist, if requested, in resolving the incident described. (Appended)
- E. Member Libraries:  
Libraries which meet the “Guidelines and Minimum Standards for Public Libraries Entering the County Library System”, Lake County Policy LCC-7; and which, through their local governing bodies, have entered into an Interlocal Agreement with Lake County to provide library service to the residents of Lake County.

- F. Branch Libraries:  
Libraries which are primarily operated and staffed by the Lake County Board of County Commissioners to provide library service to Lake County residents.
- G. "Request for Reconsideration of Library Materials" Form:  
A form given to a patron for completion which details the complainant's objection to the materials. (Appended)

### III. **POLICY STATEMENTS**

- A. Materials representing various points of view are acquired by Lake County Library System member and branch libraries. The system and its libraries do not promulgate particular beliefs or views, nor does the selection of an item express or imply an endorsement of the author's viewpoint. Library materials will not be marked or identified to show approval or disapproval of the contents, nor will items be sequestered, except for the purpose of protecting them from damage or theft.
- B. The choice of library materials by users is an individual matter. Lake County Library System libraries welcome expression of opinion by patrons, but will be governed by the Collection Development Policy in making additions to, or deleting items from, the collection. While Lake County Library System supports patrons rejecting materials for themselves, it also protects the right of others to view the material in question.
- C. Laws governing obscenity, subversive materials, and other questionable matters are subject to interpretation by the courts. Therefore, no challenged material will be removed solely based on a complaint of obscenity or any other category covered by law unless a local court of competent jurisdiction has ruled against the material.

### IV. **DIRECTIVES**

- A. While an item is being challenged or reviewed, it shall retain its normal place in the library collection.
- B. All requests for reconsideration shall be handled in an attentive and consistent manner.
- C. This process will result in maintaining the current status, a change in location, or removal of the material.

D. An item will be evaluated for reconsideration only once in a 12-month period.

E. Member Library Procedures:

The following procedures shall be followed when a patron whose tax dollars support Lake County Library System requests reconsideration of materials owned or displayed by a member library.

1. The local Library Director or designee shall provide the patron with a copy of the Collection Development Policy and the "Library Bill of Rights" and explain the significance of the provisions contained therein.
2. If the patron still wishes to pursue a formal complaint, he or she shall be given and asked to complete the "Request for Reconsideration of Library Materials" form to ensure that all pertinent information is collected.
3. Upon receipt of a properly completed "Request for Reconsideration of Library Materials" form, the Library Director or designee shall inform the complainant within two (2) working days that a decision concerning the material shall be made within twenty (20) working days.
4. A report of the incident using the "Librarian's Report and Request for Assistance" form should be sent immediately to the County Library Services Director and the Florida Library Association Intellectual Freedom Committee currently at P.O. Box 1571, Lake City, FL 32056-1571.
5. After evaluation of the material under reconsideration, using the Collection Development Policy as a guideline, the local Library Director shall make a decision regarding the disposition of the material. The Library Director shall communicate this decision and the reasons for it, in writing, to the person who initiated the request for reconsideration at the earliest possible date.
6. The patron may appeal the staff decision to the appropriate local library board by making a written request within fifteen (15) working days to the President or Chairperson of that board.
7. The local library board shall address the reconsideration of the library materials within forty (40) working days of receipt of a person's appeal. The complainant shall be notified, in advance, of the date, time and location of the meeting at which the local library board shall place the issue on its agenda. The local library board shall reserve the right to limit the length of presentation and number of speakers at the meeting. The board shall determine whether the request for reconsideration has been handled in accordance with stated policies and procedures of the Lake County Library System. On the basis of this determination, an advisory board shall

recommend upholding the decisions of the Library Director or offer a dissenting opinion; or an operating board may rule to uphold or override the decision of the Library Director.

8. If the patron still is not satisfied, the patron may appeal the local library board's decision to the appropriate municipal governing body.
9. If a request for reconsideration cannot be resolved within the aforementioned timeframes, the patron will be contacted and given an indication of how much additional time is needed and the reasons for the extension.

F. Branch Library Procedures:

The following procedures, in conjunction with those outlined in the Citizen Request/Complaint Process, shall be followed when a patron whose tax dollars support Lake County Library System requests the reconsideration of library materials held by a Lake County Library System branch library.

1. The Branch Manager or designee shall provide the patron with a copy of the Collection Development Policy and the "Library Bill of Rights" and explain the significance of the provisions contained therein.
2. If the patron still wishes to pursue a formal complaint, he or she shall be given and asked to complete the "Request for Reconsideration of Library Materials" form to ensure that all pertinent information is collected.
3. Upon the receipt of a properly completed "Request for Reconsideration of Library Materials" form, the Branch Manager shall notify the complainant within two (2) working days that a decision concerning the material shall be made within twenty (20) working days.
4. The Branch Manager shall complete the "Librarian's Report and Request for Assistance" form and forward it to the Library Services Director and the Florida Library Association Intellectual Freedom Committee, currently at P.O. Box 1571, Lake City, FL 32056-1571.
5. After evaluation of the material under reconsideration, using the Collection Development Policy as a guideline, the Branch Manager, in consultation with the Library Services Director or designee, shall make a decision regarding the disposition of the material. The Library Services Director or designee shall communicate this decision and the reasons for it, in writing, to the person who initiated the request for reconsideration at the earliest possible date.

6. If the patron is not satisfied with the decision of the Library Services Director, the patron may request that the matter be brought before the Lake County Library Advisory Board by making a written request within fifteen (15) working days to the Chairperson of the Lake County Library Advisory Board.
7. The Library Services Director shall schedule the request for the attention of the Lake County Library Advisory Board for its next scheduled meeting not to exceed sixty (60) working days, and inform the patron of the date, time, and location of the meeting. The Board shall reserve the right to limit the length of presentation and number of speakers at the meeting. The Board shall determine whether the request for reconsideration has been handled in accordance with stated policies and procedures of the Lake County Library System. On the basis of this determination the Board shall recommend to uphold the decision of the Library Services Director or offer a dissenting opinion.
8. If the patron still is not satisfied, the patron may appeal the Advisory Board's decision to the Lake County Board of County Commissioners.
9. If a request cannot be resolved within the aforementioned timeframes, the patron shall be contacted and given an indication of how much additional time is needed and the reasons for the extension.

**V. RESERVATION OF AUTHORITY**

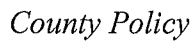
The authority to issue or revise this policy is reserved to the Board of County Commissioners.



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Welton G. Cadwell

Chairman, Board of County Commissioners  
Lake County



Number: LCC-34  
Replace: LCC-34  
Approved 9/20/11  
Approved: 01/23/2024

To guarantee the rights and safety of patrons and library staff to provide an appropriate atmosphere for the use of the Lake County Library System Libraries by establishing basic rules of conduct for patrons.

- A. Branch Libraries: Libraries within Lake County that are operated and funded by the Lake County Board of County Commissioners (Board).
- B. Member Libraries: Libraries within Lake County that are operated and funded by the various municipalities in Lake County.
- C. Lake County Library System: Consists of both Branch Libraries and Member Libraries.
- D. Caregiver: For library system purposes, an individual 16 years of age, or older, who is physically with a child or person with special emotional, mental, or physical needs.
- E. Children: Patrons under the age of 16.
- F. Section 2-4, Lake County Code, entitled *Trespass notice for public property*.

A. This policy applies to all Branch Libraries. Individual Member Libraries are encouraged to adopt this policy or implement similar policies as approved by their governing bodies.

B. By entering any Branch Libraries, patrons agree to abide by the following rules:

1. Treat staff and other patrons with dignity and respect at all times.
2. Follow all individual Branch Library policies and respect the direction of library staff enforcing those policies, including these guidelines, when given.



3. Children under the age of 9 and persons with special emotional, mental, or physical needs that require direct supervision, must remain in the immediate visual vicinity and physical control of a caregiver at all times to ensure their safety.
  4. Children between the ages of 9 and 12 must have a parent or responsible caregiver (over age 16) in the library at all times and will not be permitted to be dropped off by the parent or caregiver.
  5. Children 13 and older may be in the library without direct supervision so long as they abide by all Lake County policies, to include these guidelines.
  6. All patrons must adhere to the Lake County Library System Internet Policy (LCC-45) and be respectful and courteous in their use of library computers.
- C. The activities listed below are prohibited at all times on library property and subject the violating patron to being permanently trespassed from County property pursuant to Section 2-4, Lake County Code. Library staff has been directed to contact law enforcement immediately upon observation of the following:
1. Criminal activity as defined by local, state, or federal law.
  2. Violence or threatened violence toward library staff of other patrons.
  3. Intentional or negligent destruction of library property.
  4. Appearing to be under the influence of alcohol, drugs, or illicit substances of any kind.
- D. The following activities are prohibited on library property:
1. Smoking, vaping, or tobacco use of any kind inside or near the entrance of branch libraries.
  2. Any abusive or threatening language.
  3. Eating or drinking outside of approved areas.
  4. Inappropriate attire as determined by library staff. Shirt and shoes are required at all times.
  5. Loitering, panhandling, or sleeping.
  6. Commercial solicitation.

7. Campaigning or petitioning without library permission. Persons campaigning or petitioning must do so only within designated areas, may not impede or block access to library facilities, and may not harass or annoy library patrons.
  8. Selling merchandise or services on library property without prior library permission.
  9. Animals, except those designated specifically as service animals under the Americans with Disabilities Act, or for the purpose of library-approved programs.
  10. Disruptive, unsafe, or threatening behavior, including harassment of library patrons, personnel, and volunteers.
  11. Littering.
  12. Leaving children unattended or failing to provide necessary direct supervision of a child as defined above.
- E. To ensure that patrons have every opportunity to utilize branch libraries and based on the offense or severity of the offense library staff will utilize the following escalation of consequences. This policy shall not be construed to deny library staff the ability to immediately call law enforcement to trespass a patron, depending on the severity of the offense. Library staff may also utilize any combination of these steps.
1. Warn the patron to immediately discontinue the activity or offense.
  2. Ask the patron to leave the library property for 24 hours.
  3. Suspend the patron's ability to utilize library services for 30 days.
  4. Request that law enforcement trespass the patron pursuant to Section 2-4, Lake County Code. All library services will be suspended during this period.
- Depending on the facts and circumstances of the offense, being trespassed from an individual Branch Library may subject the offender to being trespassed from all Branch Libraries. Member Libraries that adopt this policy will utilize the trespass policy applicable to their municipality.
- F. Any patron conduct issues involving Lake Sumter State College students or staff occurring at Cooper Memorial Library will be addressed by the College Director of Library Services consistent with the Interlocal Agreement between the College and County. These guidelines shall apply to all other patrons of Cooper Memorial Library.

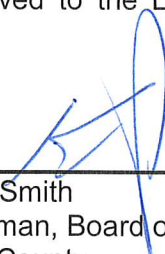
#### **IV. APPEALS PROCESS**

Any patron who is suspended has the right to appeal the decision by writing to the Director of the Office of Library Services within 10 days.

- A. The appropriate director, or their designee, will respond in writing within 10 days.
- B. If the patron is not satisfied, they can contact, in writing, the city or county manager, within 10 days.
- C. The city or county manager will respond in writing within 10 days with a final decision.

**V. RESERVATION OF AUTHORITY**

The authority to issue or revise this policy is reserved to the Lake County Board of County Commissioners.



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Kirby Smith  
Chairman, Board of County Commissioners  
Lake County



**Title: LAKE COUNTY LIBRARY SYSTEM  
INTERNET ACCESS POLICY**

Number: LCC-45  
Cancels: LCC-45, dated  
June 18, 2002  
Approved: October 5, 2010

## **I. OBJECTIVE**

This document constitutes system-wide policy for public access to the Internet using equipment owned and administered by the Lake County Board of County Commissioners on behalf of the Lake County Library System.

## **II. DEFINITIONS AND REFERENCES**

- A. Member Libraries – Libraries which meet the “Guidelines and Minimum Standards for Public Libraries Entering the County Library System,” Lake County Policy Number LCC-7; and which through their local governing bodies, have entered into an Interlocal Agreement with Lake County to provide library service to the residents of Lake County.
- B. Branch Libraries – Libraries which are funded and operated solely by Lake County Board of County Commissioners to provide library service to its residents and fall under the Library Services Division of the Department of Public Resources.
- C. Lake County Library System – A public library cooperative made up of the Lake County Library Services Division unit, its branches and member libraries.
- D. Internet Blocking Measure – A specific technology that blocks Internet access.

## **III. DIRECTIVES**

- A. The Lake County Library System is pleased to bring Internet access to the residents of Lake County and believes that the Internet offers vast, diverse and unique resources to patrons. Computerized access to information has become an integral part of many library activities. The library plays a unique role in promoting intellectual freedom and serves as a point of voluntary access to information and ideas.
- B. Acceptable Use – Acceptable use includes Internet access supporting the instructional, cultural, social, and recreational information needs of the patron. Access to the Internet may only be used for legal purposes. Acceptable and unacceptable use criteria extends to use of e-mail and interactive messaging programs such as chat rooms. Text, graphics, or other files retrieved for research purposes may be viewed on screen, saved to personal media, or printed.

- C. Parental Responsibility – Parents or legal guardians of minor children are responsible for their children's use of the Internet through the Library's connection. Parents and legal guardians are encouraged to read *Child Safety on the Information Highway* and adopt *My Rules for Online Safety* for their children. Both documents are incorporated in the policy as "Attachment A" and in the Internet Policy posted on the Lake County Library System website; reprinted and distributed with permission of the National Center for Missing and Exploited Children.
- D. Wireless Internet Access – The Lake County Library System provides free wireless Internet access for the user's personal laptop computer. Users must have a wireless enabled laptop. Service instructions include:
1. Users need to supply and configure their own equipment. Lake County Library System libraries do not check out wireless cards or PDAs.
  2. Printing and software programs are not available through the wireless connection.
  3. Library staff cannot provide instruction or assist with setting up the equipment.
  4. As with most public wireless "hot spots", the wireless connections at the libraries are not secure. User's information is not protected while using the wireless connection unless they are connected to a web page that employs encryption. The user is responsible for the security of their files or laptop.
  5. This Internet Use Policy applies to wireless use also.
  6. The Lake County Library System libraries do not guarantee the availability of electrical outlets for public use.
  7. Users may not connect equipment directly to the Library System's computer network.
  8. The number of Users who may connect to the wireless access at any one time may be restricted.
- E. The Lake County Library System uses Internet blocking measures. As the law requires, the library will provide unfiltered Internet access to persons 17 or older who request it for research or any other lawful purpose.
- F. Unacceptable Use – Examples of unacceptable purposes include, but are not limited to, the following:
1. Destruction of, or damage to, equipment, software, or data belonging to the library or other users;
  2. Disruption or unauthorized monitoring of electronic communications;
  3. Unauthorized access, including "hacking";

4. Any display of images, sounds or text to intentionally create an atmosphere of discomfort or harassment for others;
  5. Unlawful activities including, but not limited to, access of visual depictions that are obscene, child pornography – or with respect to the use of computers with Internet access by minors – harmful to minors.
  6. Unauthorized reproduction or dissemination of copyright-protected material;
  7. Unauthorized disclosure, use, and dissemination of personal information regarding minors.
  8. Using library card numbers, computer accounts, access codes, or network identification codes assigned to others.
- G. Sanctions – Violators of the Internet Access Policy may be subject to discipline. Illegal acts involving Library computing resources may also be subject to prosecution by local, state, or federal authorities. Standards of library behavior extend to Internet use and are governed by *Lake County Policy LCC-34: Patron Guidelines Governing the Use of the Lake County Library System Libraries*. Use of library computers to access the Internet constitutes agreement to abide by this policy.
- H. Disclaimer – Since the Internet is a global electronic network not under the control of the Lake County Library System, the Library System cannot regulate the nature of content of the information accessed. Not all sources on the Internet provide accurate, complete, or current information. Users need to be good information consumers, questioning the validity of the information. Internet searchers are responsible for defining the constraints of the search. The availability of information via the Lake County Library System's Internet service does not constitute endorsement of the content of that information by the Lake County Library System.
- The Lake County Library System makes no warranties of any kind, whether express or implied, for the Internet service it is providing. The Lake County Library System assumes no responsibility for any damages, direct or indirect, arising from the use of its WWW server or from its connections to other Internet services. The Lake County Library System and its Libraries shall not be held accountable for the accuracy or quality of information retrieved via the Internet.
- I. The Lake County Library System does not provide electronic mail accounts for patrons.
- J. Member and Branch Libraries within the Lake County Library System shall be responsible for developing procedures to implement this policy and may establish additional procedures to prevent overuse of connect time, printing facilities or processing capacity.
- K. Member Libraries shall be responsible for setting policy and procedures for public access to the Internet provided that access is using equipment owned and administered by the Member Library.

- L. Most Member and Branch libraries limit the time users may use the computers in the libraries. To access the internet at these libraries, the user must use his or her own library card number or guest pass number.
- M. The Lake County Library System shall not disclose personally identifiable information about library users except for the purposes of recovering overdue items and fines or to law enforcement authorities as required by law.
- N. This policy shall be available for distribution to patrons on the Lake County Library System Web Page, [www.mylakelibrary.org](http://www.mylakelibrary.org)

#### IV. **RESERVATION OF AUTHORITY**

The authority to issue or revise this Policy is reserved to the Lake County Board of County Commissioners.



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Welton G. Cadwell  
Chairman, Board of County Commissioners  
Lake County



# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Parks & Recreation Department** - Consideration of approval for the Parks and Recreation Director to work with the P.D. and submit an application for The Florida House of Representatives Appropriations Project Request — Fiscal Year 2024-25 for Protective Event Traffic Barriers. (Mike Burske)

### AGENDA ITEM ID

2025-797

### DEPARTMENT

Parks & Recreation

### SUMMARY

The Parks and Recreation Director, in collaboration with the Police Chief, seeks to secure funding for Meridian Barricades to enhance safety during parades and other community events that require road closures. These state-of-the-art barriers, originally developed for military and anti-terrorism purposes, represent the highest standard of protection available. Due to their significant cost—estimated in the hundreds of thousands of dollars—funding will likely need to be pursued over multiple years, with up to a 50% match expected for this project.

As a smaller municipality, Lady Lake is considered more vulnerable compared to larger cities that already have access to heavy-duty equipment and barriers. The community's aging population further increases safety concerns, as highlighted by past incidents of drivers attempting to enter parade routes. Similar concerns have been reported in neighboring communities such as Mount Dora. Obtaining these barricades would provide a critical layer of protection for residents and visitors during public events.

### STAFF RECOMMENDATION

Staff recommend approval for the Parks and Recreation Director to work with the P.D. and submit an application for The Florida House of Representatives Appropriations Project Request - Fiscal Year 2024-25 for Protective Event Traffic Barriers.

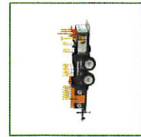
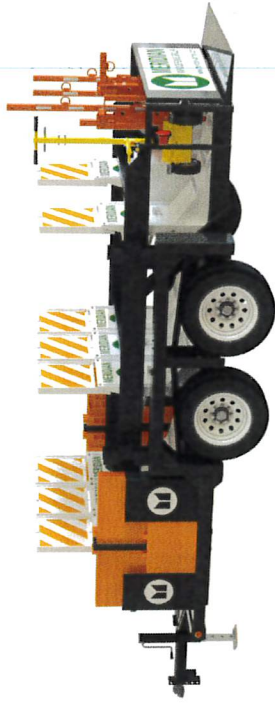
### FISCAL IMPACT



Fiscal Impact up to 50%, which could be around \$125,000 for multiple years.

**FUNDING SOURCE**

Equipment Line Item.



## Archer Trailer Kit

### One person deployment in under 10 minutes

Streamlines transport and rapid deployment of Archer 1200 barriers for security operations. Designed for one-person loading, unloading, and positioning without special equipment. Ideal for quickly securing events, perimeters, or emergency access points using a standard towing vehicle.

- Transports up to eight Archer 1200 barriers
- Enables rapid street closures with controlled access
- Features built-in ramps for easy loading and unloading
- Includes all necessary straps and securing hardware
- Operates without forklifts or heavy equipment
- Connects to any vehicle with a 2-inch ball hitch
- [Download spec sheet](#)



## Rapid deployment for street + event security

### Built for speed

- One-person setup
- Deploys 10 barriers in under 8 minutes
- No cranes or forklifts needed
- Ideal for high-speed operations

### All-in-one transport solution

- 8 Archer 1200 barriers
- Archer Hauler + Field Tow Bars
- Arrestor Cables (7 x 4 ft, 1 x 10 ft)
- Archer Drop Deck Trailer

### Certified and field-ready

- Barriers meet ASTM, IWA-14, PAS 68, SAFETY Act
- Integrated system built for Archer 1200 deployment
- Supports SAFETY Act-certified configurations
- Trusted by public safety and mobility teams

## See Meridian in action

Crash tests

Public safety proven



## TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Parks & Recreation Department** — Consideration for the Food Vendors to offer Alcoholic Beverage samples at the Speak Easy Event on November 7, 2025, at the Lady Lake Library, and also allow the sale of alcoholic beverages at the concert series this year. (Mike Burske)

### AGENDA ITEM ID

2025-798

### DEPARTMENT

Parks & Recreation

### SUMMARY

We have had vendors ask if they can provide wine and margarita samples at the November 7th Taste of Lady Lake Speak Easy. The Lake County Library System has no issue with the sampling. They will be giving away samples and will not be serving full drinks like we have for purchase at our music events. We have not had issues with selling alcohol at the concert series and would like to continue this season.

### STAFF RECOMMENDATION

Staff recommend approval.

### FISCAL IMPACT

N/A

### FUNDING SOURCE

N/A



# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Growth Management - Ordinance 2025-12 Second and Final Reading — Public Hearing** - Deannexation Taylor Long et al — An Ordinance Voluntarily Deannexing Nine Properties Totaling Approximately 20.69 acres, owned by Taylor and Turner Long, Kristen and Wade Pettis, \*\*\*\*\* (Owner's Information Exempt Under Florida Law), Kayla and Daniel Davis, David Chiodo, David Carnecchia, Justine Carnecchia Life Estate, Debra Francis, and Scott Doree, located on the East and West of Carolina Avenue and North of Lake Griffin Road, within Lake County Florida. (Thad Carroll)

### AGENDA ITEM ID

2025-788

### DEPARTMENT

Growth Management

### SUMMARY

On Thursday, July 31, 2025, an application was filed with the Town of Lady Lake by Talyor Long on behalf of the owners of nine properties requesting to deannex said properties from the incorporated limits of the Town of Lady Lake. These properties are located on the east and west sides of Carolina Avenue and north of Lake Griffin Road, referenced by alternate keys 3871934, 3871935, 3871936, 3801614, 3801167, 1132584, 3809658, 3801615, and 1261023. The application requests the deannexation of approximately 20.69 acres from the incorporated limits of the Town of Lady Lake into unincorporated Lake County.

The subject properties lie within Section 16, Township 18 South, Range 24 East, in Lake County, Florida. The appropriate legal descriptions and location maps were included with the submitted application. The properties are not served by the Town of Lady Lake utilities and are located along an unpaved road that is not maintained by the Town.

The deannexation application has been reviewed by the Technical Review Committee and determined to be complete. The application meets the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan and Chapter 171.052, F.S. Criteria for Contraction of Municipal Boundaries. Ordinance 2025-12 and is ready for a recommendation by the Planning and Zoning Board.

Notices to inform the surrounding 28 property owners within 150 feet of the subject properties were mailed on Monday, August 25, 2025. The property was also posted on Monday, August 25, 2025.

**PAST ACTIONS**

The Technical Review Committee found that Ordinance 2025-12 was ready for consideration of recommendation by the Planning and Zoning Board.

At the September 8, 2025 meeting, the Planning and Zoning Board voted 4-0 to forward Ordinance 2025-12 to the Town Commission with the recommendation of approval.

At the September 15, 2025 meeting, the Town Commission voted 5-0 to approve Ordinance 2025-12 upon first reading.

**STAFF RECOMMENDATION**

Growth Management staff recommends approval of Ordinance 2025-12.

**FISCAL IMPACT**

Approximately \$4,619.29 in ad valorem taxes would not be collected annually. (Amount based on 2024 tax bills.)

**FUNDING SOURCE**

N/A

**DRAFT ORDINANCE 2025-12**  
**TOWN OF LADY LAKE, FLORIDA**

**AN ORDINANCE VOLUNTARILY CONTRACTING THE TOWN BOUNDARY BY DEANNEXING NINE PROPERTIES BEING APPROXIMATELY 20.69 ACRES, LOCATED NORTH OF LAKE GRIFFIN ROAD, ALONG CAROLINA AVENUE, MORE PARTICULARLY AND LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR REDEFINITION OF THE LAND BOUNDARIES OF THE TOWN OF LADY LAKE; PROVIDING FOR FILING OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN ACCORDANCE WITH LAW SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 171, Florida Statutes, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

**WHEREAS**, Taylor and Turner Long, Kristen and Wade Pettis, \*\*\*\*\* (Owner's Information Exempt Under Florida Law), Kayla and Daniel Davis, David Chiodo, David Carnecchia, Justine Carnecchia Life Estate, Debra Francis, and Scott Doree owners of properties identified by alternate keys 3871934, 3871935, 3871936, 3801614, 3801167, 1132584, 3809658, 3801615, 1261023, respectively, hereafter referred to as "subject properties," such property described in Exhibit A, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the Town of Lady Lake; and

**WHEREAS**, the Town of Lady Lake, incorporated the subject properties west of Carolina Avenue by the recording of the original Town of Lady Lake plat on February 1, 1926 and the subject properties to the east of Carolina Avenue were annexed by Ordinance 2001-01 on January 3<sup>rd</sup>, 2001; and

**WHEREAS**, the Town wishes to deannex the subject properties as illustrated in Exhibit A, consistent with Chapter 171.052, F.S. Criteria for Contraction of Municipal Boundaries; and

**WHEREAS**, the subject properties do not lie between the municipal boundary and an area to be developed for urban purposes; and

1 **WHEREAS**, the subject properties do not lie between the Town and an area to be served by the  
2 Town water or sewer service; and

3 **WHEREAS**, the subject properties are not adjacent on at least 60 percent of the combined  
4 external boundaries to the municipal boundary and areas developed for urban purposes; and

5 **WHEREAS**, the subject properties are better served by Lake County for zoning and land  
6 development regulation; and

7 **WHEREAS**, the contraction of the subject properties will not result in a portion of the Town  
8 becoming non-contiguous with the rest of the municipality; and

9 **WHEREAS**, in the best interest of the public health, safety, and welfare of the citizens of; and

10 **WHEREAS**, The Town of Lady Lake, the Town Commission of the Town of Lady Lake desires to  
11 contract the subject properties from the municipal boundaries of the Town of Lady Lake; and

12 **WHEREAS**, upon adoption of this Ordinance, the municipal boundary lines of the Town of Lady  
13 Lake referenced in Town of Lady Lake Charter, Article II, Section 2.01, shall be redefined to  
14 exclude the subject real property.

15 **NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA**  
16 **HEREBY ORDAINS, AS FOLLOWS:**

17 **Section 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated  
18 herein by this reference.

19 **Section 2. Contraction of Subject Properties.** The Subject Property and adjacent as illustrated  
20 in Exhibit A shall be and is hereby deannexed from the Town of Lady Lake, Florida. The subject  
21 properties shall be excluded from the existing boundaries of the Town of Lady Lake, Florida,  
22 from the effective date of this ordinance.

23 **Section 3. Town Boundaries Redefined; Town of Lady Lake Charter Amended.** Pursuant to  
24 Section 166.031(3), *Florida Statutes*, and Section 171.091, *Florida Statutes*, the Town of Lady  
25 Lake Charter is hereby amended to redefine the corporate boundaries of the Town of Lady Lake  
26 to exclude the subject properties described in Exhibit A of this ordinance. The Town Clerk shall  
27 file the revised Town of Lady Lake Charter, Article II, Section 2.01, with the Department of State  
28 within thirty days of the effective date of this ordinance. The Town Clerk shall also file this  
29 ordinance with the Clerk of the Circuit Court of Lake County, the County Manager of Lake  
30 County, and the Department of State within seven days of the effective date.



**Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.** All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon adoption by the Town Commission of the Town of Lady Lake, Florida, and pursuant to the Town Charter.

**PASSED AND ORDAINED** by the Town Commission of the Town of Lady Lake, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Town of Lady Lake, Florida

\_\_\_\_\_  
Ed Freeman, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Rosado, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek Schroth, Town Attorney

**EXHIBIT A – Legal Descriptions and Map**

**LEGAL DESCRIPTION:**

**Parcel 1 – Alternate Key 3871934 – 439 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD N 151 FT OF LOT 37--LESS W 20 FT FOR RD R/W--PB 8 PG 9  
ORB 5899 PG 1452

**Parcel 2 – Alternate Key 3871934 – 433 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD FROM SW COR OF LOT 37 RUN N 0-01-22 E ALONG W LINE  
363.29 FT FOR POB, CONT N 0-01-22 E 151 FT TO A POINT THAT IS S 0-01-22 W 151 FT FROM  
NW COR OF SAID LOT 37, N 89-52-50 E 658.57 FT TO E LINE OF LOT 37, S 0-0-12 E 639.74 FT, N  
18-37-57 W 515.42 FT, S 89-52-50 W 494 FT TO POB--LESS W 20 FT FOR RD R/W--BEING PART  
OF LOTS 21, 22, 37 PB 8 PG 9 ORB 5861 PG 656

**Parcel 3 – Alternate Key 3871936 – 427 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD FROM SW COR OF LOT 37 RUN N 0-01-22 E ALONG W LINE  
212.29 FT FOR POB, CONT N 0-01-22 E 151 FT, N 89-52-50 E 494 FT, S 18-37-57 E 515.42 FT TO E  
LINE OF SW 1/4 OF SEC 16-18-24, N 36-11-27 W 417.85 FT, S 89-52-50 W 412 FT TO POB--LESS  
W 20 FT FOR RD R/W--BEING PART OF LOTS 21, 22, 37 PB 8 PG 9

**Parcel 4 – Alternate Key 3801614 – 421 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD FROM SW COR OF LOT 37 RUN N 0-01-22 E ALONG W LINE  
OF SAID LOT 37 A DIST OF 60.32 FT FOR POB, CONT N 0-01-22 E 151.97 FT, N 89-52-50 E 412 FT,  
S 36-11-27 E 417.85 FT TO E LINE OF SW 1/4 OF SEC 16-18-24, N 56-23-59 W 288.05 FT, N 86-35-  
04 W 419.61 FT TO POB--LESS W 20 FT FOR RD R/W--BEING PART OF LOTS 21, 22, 23, 37 PB 8  
PG 9 ORB 5074 PG 395

**Parcel 5 – Alternate Key 3801167 – 39526 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD BEG AT NW COR OF LOT 23, RUN S 0-01-22 W 125 FT, N 89-  
55-11 E 658.87 FT TO E LINE OF SW 1/4 OF SEC 16, N 56-23-59 W 288.05 FT, N 86-35-04 W  
419.61 FT TO W LINE OF LOT 37, S 0-01-22 W 60.32 FT TO POB--LESS W 20 FT FOR RD R/W--  
BEING PART OF LOTS 21, 22, 23, 37 PB 8 PG 9 ORB 1965 PG 196 ORB 6095 PG 926

**Parcel 6 – Alternate Key 1132584 – 39545 Carolina Avenue**

LADY LAKE, SLIGH & TEAGUE'S ADD N 208.50 FT OF LOT 36 PB 8 PG 9 ORB 2192 PG 2150

1 **Parcel 7 – Alternate Key 3809658 – 39531 Carolina Avenue**

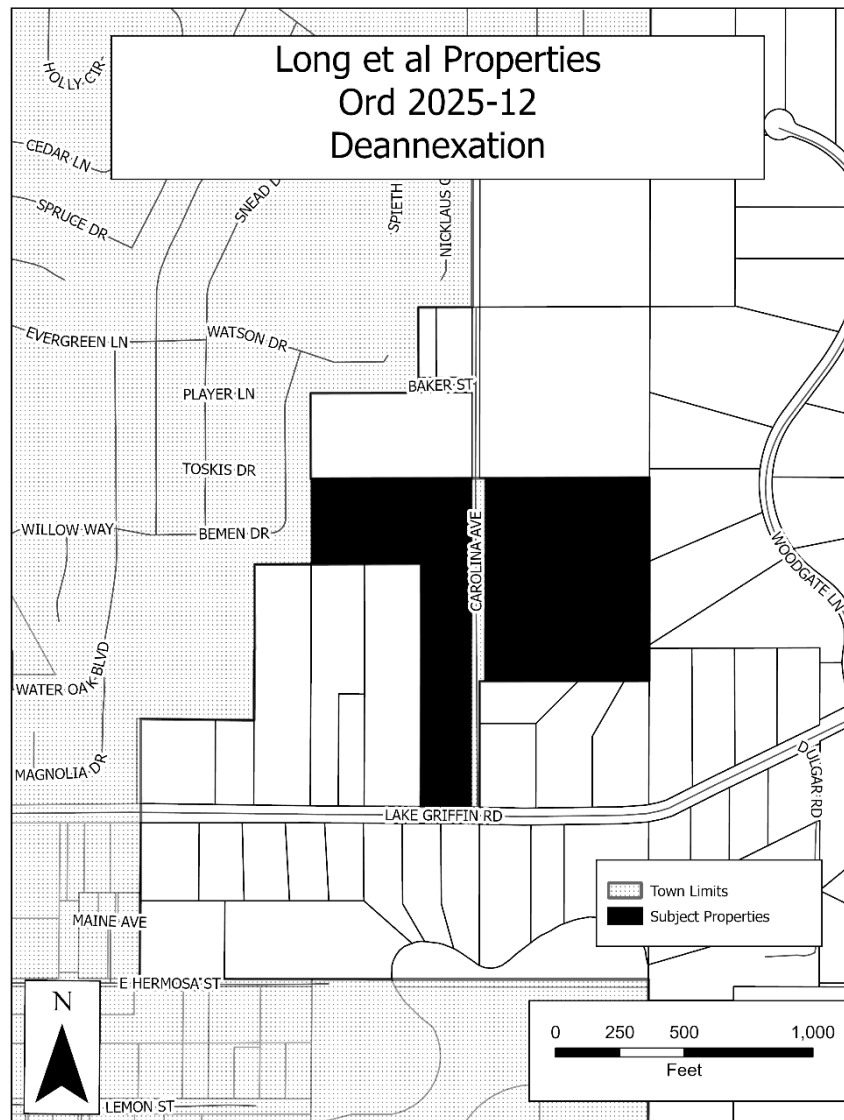
2 LADY LAKE, SLIGH & TEAGUE'S ADD S 123.92 FT OF N 332.42 FT OF LOT 36 PB 8 PG 9 ORB 2551  
3 PG 2287 ORB 5809 PG 2037

4 **Parcel 8 – Alternate Key 3801615 – 39412 Carolina Avenue**

5 LADY LAKE, SLIGH & TEAGUE'S ADD N 231.34 FT OF E 198.08 FT OF S 1/2 OF LOT 36 PB 8 PG 9  
6 ORB 1962 PG 842

7 **Parcel 9 – Alternate Key 1261023 – 2325 Lake Griffin Road**

8 LADY LAKE, SLIGH & TEAGUE'S ADD LOT 25--LESS W 10.84 FT, E 198.08 FT OF S 1/2 OF LOT 36--  
9 LESS N 231.34 FT--PB 8 PG 9 ORB 2136 PG 1569 ORB 2191 PG 950



Letters of support from neighboring property owners have been submitted, indicating community approval of the proposal.

Ms. Higgins presented location maps, a survey map, a site plan and photographs of the subject property.

Notices to inform the surrounding 22 property owners within 150 feet of the subject property were mailed on Monday, August 25, 2025. Notification signs were posted on the property Monday, August 25, 2025. Two letters of support from neighboring property owners have been received to date.

The Town Commission's first and final reading of Resolution 2025-108 is scheduled for Monday, September 15, 2025, at 6:00 p.m.

Chairman Saunders asked the board members for questions or comments. Hearing none, Chairman Saunders asked if anyone in the audience would like to speak regarding this agenda item. Hearing none, he asked for a vote.

**Member Masso made a motion to forward Ordinance 2025-108 to the Town Commission with the recommendation of approval; Member Brinson seconded the motion.**

| Member   | Vote |
|----------|------|
| Brinson  | YES  |
| Masso    | YES  |
| Galloway | YES  |
| Saunders | YES  |

**Motion carried 4-0.**

**2. Ordinance 2025-12 — De-annexation – Taylor Long et al – An Ordinance Voluntarily De-annexing Nine Properties Totaling Approximately 20.69 acres, owned by Taylor and Turner Long, Kristen and Wade Pettis, (Owner's Information Exempt Under Florida Law), Kayla and Daniel Davis, David Chiodo, David Carnecchia, Justine Carnecchia Life Estate, Debra Francis, and Scott Doree, located on the East and West of Carolina Avenue and North of Lake Griffin Road, within Lake County, Florida. (Rebecca Higgins)**

Senior Planner Higgins stated that on Thursday, July 31, 2025, an application was filed with the Town of Lady Lake by Talyor Long on behalf of the owners of nine properties requesting to de-annex said properties from the incorporated limits of the Town of Lady Lake. These properties are located on the east and west sides of Carolina Avenue and north of Lake Griffin Road, referenced by alternate keys 3871934, 3871935, 3871936, 3801614, 3801167, 1132584, 3809658, 3801615, and 1261023. The application requests the de-annexation of

approximately 20.69 acres from the incorporated limits of the Town of Lady Lake into unincorporated Lake County.

The Future Land Use Designation — Single Family Medium Density

Zoning Designation — Single Family Medium Density

Present Use of the Property — Residential Homes

Growth Management staff recommends approval of Ord. 2025-12.

Ms. Higgins stated that the appropriate legal descriptions and location maps were included with the submitted application. The properties are located along an unpaved road that is not maintained by the town and are not provided with town utilities. She stated that the properties are currently receiving police services and an additional day garbage collection.

The Town of Lady Lake incorporated the subject properties west of Carolina Avenue by the recording of the original Town of Lady Lake plat on February 1, 1926, and the subject properties to the east of Carolina Avenue were annexed by Ordinance 2001-01 on January 3rd, 2001.

Ms. Higgins presented location map of the subject properties. She stated that the only area that is contiguous to the incorporated town limits is along the Water Oak community. She advised that there are no plans to construct utilities to this area due to its location.

Fiscal Impact — Approximately \$4,619.29 in ad valorem taxes would not be collected annually, based on 2024 tax bills.

Notices to inform the surrounding 28 property owners within 150 feet of the properties were mailed on Monday, August 25, 2025. The property was also posted on Monday, August 25, 2025. To date, staff has not received any correspondence in support or opposition of this application.

The Town Commission's first reading of Ordinance 2025-12 is scheduled for Monday, September 15, 2025, at 6:00 p.m. The second and final reading is scheduled for Monday, October 6, 2025, at 6:00 p.m.

Chairman Saunders asked the board members for questions or comments. Hearing none, Chairman Saunders asked if anyone in the audience would like to speak regarding this agenda item. Hearing none, he asked for a vote.

**Member Galloway made a motion to forward Ordinance 2025-12 to the Town Commission with the recommendation of approval; Member Brinson seconded the motion.**

| Member   | Vote |
|----------|------|
| Brinson  | YES  |
| Masso    | YES  |
| Galloway | YES  |
| Saunders | YES  |

1 Motion carried 4-0.

2 **3. Ordinance 2025-13—Rezoning—Lake Ella PUD—An Ordinance Modifying the Existing**  
3 **Zoning Entitlements and Boundary Under the Lady Lake Development (PUD) Designation**  
4 **for Five Properties Totaling Approximately 50.9 acres; Referenced by Alternate Key**  
5 **Numbers 3922235, 337491, 1282608, 3793911, and 1282594 within Lake County, Florida.**  
6 **(Rebecca Higgins)**

7 Senior Planner Higgins stated that on Wednesday, August 13, 2025, an application was made  
8 to the Town of Lady Lake by Jason Bullard with EXO Limited, LLC, on behalf of property  
9 owner, Lake County Development Partners, LLC, to amend the current boundaries and  
10 entitlements of the existing Memorandum of Agreement within Ordinance 2020-04, for  
11 approximately 50.9 acres located north of Lake Ella Road and west of South Highway 27/441.

12 Ms. Higgins presented location maps of the subject properties.

13 The applicant wishes to amend the existing memorandum of agreement to remove  
14 condominium as an allowed use and to add the following uses: Office complex/Office  
15 warehouse facility; Adult care facility/Assisted living facility/Nursing home; Multi-family  
16 dwelling, age restricted 55+.

17 The ordinance proposes the following use changes: Permitted Uses—Professional/Business  
18 Offices/Office Complex/Office warehouse facility; Medical Offices/Clinic; Adult Care  
19 Facility/Assisted Living Facility/Nursing Home; Commercial/Retail Sales Business; Hotels;  
20 Restaurants (w/o drive through window);

21 Condominiums Multi-Family Dwelling (including Apartments, Townhouses, and Duplex), age  
22 restricted 55+; Health/Exercise Club/Spa; Zoning Designations of Adjacent Properties; North  
23 Planned Unit Development (PUD); East Heavy Commercial (HC); South Fruitland Park  
24 Neighborhood Commercial (C-1); West Residential Single Family Medium Density (RS-6).

25 **Zoning Designations of Adjacent Properties—North—Planned Unit Development (PUD);**

26 **East—Heavy Commercial (HC); South—Fruitland Park Neighborhood Commercial (C-1); West**  
27 **Residential Single Family Medium Density (RS-6).**



# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Growth Management - Ordinance 2025-13 - First Reading — Rezoning Lake Ella PUD Amendment** — An ordinance modifying the existing zoning entitlements and boundary under the Lady Lake Planned Development (PUD) designation for five properties totaling approximately 50.9 acres; Referenced by Alternate Key Numbers 3922235, 3374916, 1282608, 3793911, and 1282594 within Lake County, Florida. (Thad Carroll)

### AGENDA ITEM ID

2025-790

### DEPARTMENT

Growth Management

### SUMMARY

On Wednesday, August 13, 2025, an application was made to the Town of Lady Lake by Jason Bullard with EXO Limited, LLC on behalf of property owner Lake County Development Partners, LLC, to amend the current boundaries and entitlements of the existing Memorandum of Agreement within Ordinance 2020-04, for approximately 50.9 acres located north of Lake Ella Road and west of South Highway 27/441.

The ordinance proposes the following uses:

- Permitted Uses. Professional/Business Offices/Office Complex/Office warehouse facility
- Medical Offices/Clinic
- Adult Care Facility/Assisted Living Facility/Nursing Home with incidental food services
- Commercial/Retail Sales Business
- Hotels with incidental food services
- Multi-Family Dwelling (including Apartments, Townhouses, and Duplex), age restricted 55+ with incidental food services
- Health/Exercise Club/Spa

Uses Expressly Prohibited. All uses other than those aforementioned as “permitted uses” shall be expressly prohibited.

The ordinance has been modified to remove condominiums and restaurants as allowed uses and to add the following uses:

- Office complex/Office warehouse facility
- Adult care facility/Assisted living facility/Nursing home with incidental food services

- Multi-family dwelling, age restricted 55+ with incidental food services

The ordinance also incorporates the southernmost 9.9 acres into the PUD. This portion was removed at the of approval for Ordinance 2020-04.

The subject property is in Section 28, Township 18 South, Range 24 East, in Lake County, Florida. The appropriate legal description, a location map, and a sketch of the property were included with the submitted application.

### **Zoning Designation of Adjacent Properties**

North Planned Unit Development (PUD)

East Heavy Commercial (HC)

South Fruitland Park Neighborhood Commercial (C-1)

West Residential Single Family (RS-6)

The rezoning application has been reviewed and determined to be complete, satisfying the necessary criteria as required for rezoning. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan and is ready for transmittal to the Town Commission.

### **IMPACT ON TOWN SERVICES**

Potable Water: The proposed entitlement change is anticipated to require 188 ERUs of water, 33 % of the requirements of the existing entitlements.

Sewer: The proposed entitlement change is anticipated to require 188 ERUs of sewer, 33 % of the requirements of the existing entitlements. This reduction is largely due to the removal of the restaurant and the conversion from condominiums (1 ERU per unit) to an independent living facility (0.2 ERU per unit).

Schools: Because the Memorandum of Agreement restricts the age for the multifamily portion to 55+, this project will have no effect on the school system.

Parks and Recreation: This project offers an internal amenity center, thus not impacting the level of service for parks and recreation.

Transportation: Based on the ITE trip generation provided, the proposed development will have a net reduction of approximately 2,782 daily trips from the existing entitlements (from 8,590 to 5,808 daily trips). The removal of the restaurant and retail uses from the existing conceptual plan helps to reduce a significant number of trips.

Stormwater: Project will be required to adhere to St. Johns River Water Management District (SJRWMD) guidelines, drainage, and engineering best management practices.

Flood: The subject property lies within Flood Zone X per FEMA FIRM Map 12060C0170E effective December 18, 2012.

Staff mailed notices to inform the surrounding 26 property owners within 150 feet of the property proposed by the PUD amendment request on Monday, August 25, 2025. The notification signs were posted on the property on Monday, August 25, 2025.



**PAST ACTIONS**

The Technical Review Committee found that Ordinance 2025-13 was ready for consideration of recommendation by the Planning and Zoning Board.

At the September 8, 2025 meeting, the Planning and Zoning Board voted 4-0 to forward Ordinance 2025-13 to the Town Commission with the recommendation of approval.

**PUBLIC HEARING**

The second and final reading of Ordinance 2025-13 by the Town Commission is scheduled for Monday, October 20, 2025.

**STAFF RECOMMENDATION**

Growth Management staff recommends approval of Ordinance 2025-13.

**FISCAL IMPACT**

N/A

**FUNDING SOURCE**

N/A

1                                   **DRAFT ORDINANCE 2025-13**  
2                                   **TOWN OF LADY LAKE, FLORIDA**

3           **AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN**  
4           **PROPERTY BEING APPROXIMATELY 50.90 ACRES OWNED BY LAKE COUNTY**  
5           **DEVELOPMENT PARTNERS, LLC, LOCATED AT THE NORTHWEST CORNER OF**  
6           **THE INTERSECTION OF LAKE ELLA ROAD AND SOUTH HIGHWAY 27/441**  
7           **WITHIN THE TOWN LIMITS OF LADY LAKE, FLORIDA; AMENDING THE**  
8           **CURRENT ENTITLEMENTS OF THE PLANNED UNIT DEVELOPMENT (PUD)**  
9           **MEMORANDUM OF AGREEMENT; PROVIDING FOR SEVERABILITY;**  
10          **ESTABLISHING AN EFFECTIVE DATE.**

11   **WHEREAS**, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan  
12   (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes  
13   and Chapter 9J-5, Florida Administrative Code; and

14   **WHEREAS**, on January 23, 1992, the Florida Department of Community Affairs determined  
15   that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of  
16   Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

17   **WHEREAS**, on August 15, 1994, the Town of Lady Lake adopted the Land Development  
18   Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the  
19   Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida  
20   Statutes; and

21   **WHEREAS**, on October 19, 2015, the Town Commission adopted Ordinance 2015-11,  
22   establishing the Planned Unit Development (PUD) zoning designation and Memorandum of  
23   Agreement as recorded in ORB 4697, Pgs. 684-691; and

24   **WHEREAS**, on July 20, 2020, the Town of Lady Lake approved, at a duly noticed meeting, re-  
25   designation of said property owned by Elijah Bailey, and approved and entered into a  
26   Memorandum of Agreement setting forth certain permitted uses under the “PUD” zoning via  
27   Ordinance 2020-04 as recorded in ORB 5521, Pgs. 1528-1538; and

28   **WHEREAS**, the current owners, Lake County Development Partner, LLC, desire to amend the  
29   current Memorandum of Agreement to establish new permitted uses and modify the  
30   boundary to include the portion of the property omitted from Ordinance 2020-04, as well as  
31   modify other terms regarding setbacks, new buildings, landscaping buffers, parking spaces,  
32   loading space requirements, and water retention areas; and

1 **WHEREAS**, on September 8, 2025, pursuant to the provisions of the Town of Lady Lake Land  
2 Development Regulations, the Planning and Zoning Board of the Town of Lady Lake reviewed  
3 the proposed amendment to the Memorandum of Agreement which is attached hereto as  
4 Exhibit “B” and recommended to the Town Commission of the Town of Lady Lake that said  
5 amendment be adopted.

6 **NOW THEREFORE**, be it ordained and enacted by the Town Commission of the Town of Lady  
7 Lake, in Lake County, Florida.

8 **Section 1.** Based upon the petition of certain landowners of property, which is in Lake  
9 County, Florida, and described in Exhibit “A” hereto, a request has been made to amend the  
10 “Planned Unit Development” entitlements, as described in the Memorandum of Agreement  
11 “Exhibit B” and shown on the Conceptual Plan “Exhibit C”. Said petition has been approved  
12 by the Town Commission of the Town of Lady Lake in accordance with the Town of Lady Lake  
13 Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the  
14 Charter of the Town of Lady Lake and the Florida Statutes, the property described in Exhibit  
15 “A” hereto is hereby amended.

16 **Section 2. Severability.** The provisions of this Ordinance are declared to be separable and if  
17 any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be  
18 invalid or unconstitutional, such decision shall not affect the validity of the remaining  
19 sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it  
20 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of  
21 any part.

22 **Section 3.** This Ordinance shall become effective immediately upon its passage by the Town  
23 Commission, except as limited by the provisions of Section 171.06, Florida Statutes, as said  
24 provisions pertain to newly annexed property and the final adoption of a Comprehensive Plan  
25 Amendment by the Town Commission.  
26

**PASSED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, **2025** in the regular session of the Town  
Commission of the Town of Lady Lake, Lake County, Florida, upon Second and Final Reading.

Town of Lady Lake, Florida

\_\_\_\_\_  
Ed Freeman, Mayor

Attest:

\_\_\_\_\_  
Kathleen Rosado, Town Clerk

Approved as to form:

\_\_\_\_\_  
Derek Schroth, Town Attorney

**EXHIBIT "A" — Legal Description and Map**

**PARCEL 1:**

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING WEST OF THE ACL RAILROAD, AND BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, RUN N.00°35'56"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 279.44 FEET, THENCE N.22°46'58"W. 308.37 FEET, RUN S.67°13'02"W., 400 FEET, THENCE S.17°30'30"E., TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING, LYING IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA;

**LESS AND EXCEPT:**

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.00°18'43"W., ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 28, 2095.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.89°41'17"E. 368.82 FEET; THENCE N.00°16'55"W., 179.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 188.00 FEET AND A DELTA ANGLE OF 13°51'48"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.49 FEET TO THE POINT OF TANGENCY, HAVING A CHORD BEARING OF N.07°12'49"W. AND A CHORD DISTANCE OF 45.38 FEET; THENCE N.14°08'43"W., 75.54 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 212.00 FEET, A DELTA ANGLE OF 13°50'48"; THENCE ALONG THE ARC OF SAID CURVE, 51.23 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N.07°13'19"W. AND A CHORD DISTANCE OF 51.11 FEET; THENCE N.00°17'27"W., 210.73 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 28; THENCE S.89°42'05"W. ALONG SAID NORTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 28, A DISTANCE OF 339.32 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SE 1/4 OF SAID SECTION 28; THENCE S.00°18'43"E., ALONG SAID WEST LINE OF THE SE 1/4 OF SAID SECTION 28, 559.02 FEET TO POINT OF BEGINNING.

**PARCEL 2:**

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH OF CLAY ROAD, LESS: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, RUN SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CLAY ROAD, THENCE N.84°15'56"W. ALONG NORTHERLY RIGHT

1 OF WAY, 100 FEET, THENCE N.17°30'30"W. TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF  
2 THE SOUTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF  
3 THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING, IN SECTION 28, TOWNSHIP 18 SOUTH,  
4 RANGE 24 EAST, LAKE COUNTY, FLORIDA;

5 AND

6 THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 18  
7 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT  
8 THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION  
9 28, RUN THENCE N.00°38'56"E. ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE  
10 SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 279.44 FEET; THENCE N.22°46'58"W.  
11 PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY NO. 27-441, A DISTANCE OF  
12 308.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF  
13 BEGINNING, RUN THENCE N.67°13'02"E., A DISTANCE OF 100.48 FEET TO THE WESTERLY  
14 RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, THENCE N.22°46'58"W. ALONG THE  
15 WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, A DISTANCE OF 789.80 FEET TO  
16 THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28,  
17 THENCE N.89°24'17"W. ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE  
18 SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 108.38 FEET, THENCE S.22°46'58"E.  
19 PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, A  
20 DISTANCE OF 832.80 FEET TO THE POINT OF BEGINNING.

21 LESS:

22 THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 18  
23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT  
24 THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION  
25 28; RUN THENCE N.00°38'56"E. (N.00°07'37"E. FLORIDA GRID EAST ALONG THE EAST LINE OF  
26 THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 279.44  
27 FEET; THENCE N.22°46'58"W. (N.23°15'17"W. FLORIDA GRID EAST ZONE) , PARALLEL WITH  
28 THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, A DISTANCE OF 308.37  
29 FEET; THENCE N.67°13'02"E. (N66°44'43"E. FLORIDA GRID EAST ZONE), A DISTANCE OF  
30 100.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, THENCE  
31 N.22°46'58"W., (N.23°16'06"W. FLORIDA GRID EAST ZONE), ALONG THE WESTERLY RIGHT OF  
32 WAY LINE OF U.S. HIGHWAY NO. 27-441, A DISTANCE OF 112.86 FEET TO THE POINT OF  
33 BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY RUN S.69°44'02"W. FLORIDA GRID EAST  
34 ZONE 488.35 FEET; THENCE N.17°58'49"W. FLORIDA GRID EAST ZONE 138.91 FEET; THENCE

1 N.72°51'55"E. FLORIDA GRID EAST ZONE 477.61 FEET TO THE RIGHT OF WAY OF U.S. HIGHWAY  
2 NO. 27-441; THENCE S23°16'06"E. FLORIDA GRID EAST ZONE ALONG RIGHT OF WAY 112.86  
3 FEET TO THE POINT OF BEGINNING.

4 ALSO LESS:

5 FROM THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 RUN  
6 N00°38'56"E., 279.44 FEET, N.22°46'58"W., PARALLEL WITH THE WESTERLY RIGHT OF WAY  
7 LINE OF U.S. HIGHWAY 27 A DISTANCE OF 308.37 FEET FOR POINT OF BEGINNING, RUN  
8 S67°13'02"W. 400 FEET BEING POINT A, RETURN TO POINT OF BEGINNING, RUN N67°13'02"E.  
9 100.48 FEET TO WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27 N., N22°46'58"W., ALONG  
10 THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27 A DISTANCE OF 112.86 FEET, S  
11 69°44'02"W., 488.35 FEET, S.17°58'49"E. TO POINT A.

12  
13 PARCEL 3:

14 THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 18  
15 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT  
16 THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION  
17 28; RUN THENCE N.00°38'56"E. (N.00°07'37"E. FLORIDA GRID EAST ALONG THE EAST LINE OF  
18 THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 279.44  
19 FEET; THENCE N.22°46'58"W. (N.23°15'17"W. FLORIDA GRID EAST ZONE) , PARALLEL WITH  
20 THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, A DISTANCE OF 308.37  
21 FEET; THENCE N.67°13'02"E. (N66°44'43"E. FLORIDA GRID EAST ZONE), A DISTANCE OF  
22 100.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27-441, THENCE  
23 N.22°46'58"W., (N.23°16'06"W. FLORIDA GRID EAST ZONE), ALONG THE WESTERLY RIGHT OF  
24 WAY LINE OF U.S. HIGHWAY NO. 27-441, A DISTANCE OF 112.86 FEET TO THE POINT OF  
25 BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY RUN S.69°44'02"W. FLORIDA GRID EAST  
26 ZONE 488.35 FEET; THENCE N.17°58'49"W. FLORIDA GRID EAST ZONE 138.91 FEET; THENCE  
27 N.72°51'55"E. FLORIDA GRID EAST ZONE 477.61 FEET TO THE RIGHT OF WAY OF U.S. HIGHWAY  
28 NO. 27-441; THENCE S23°16'06"E. FLORIDA GRID EAST ZONE ALONG RIGHT OF WAY 112.86  
29 FEET TO THE POINT OF BEGINNING.

30  
31 PARCEL 4 (HOTEL SITE):

32 COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24  
33 EAST, LAKE COUNTY FLORIDA; THENCE N.00°18'43"W., ALONG THE WEST LINE OF THE SE 1/4

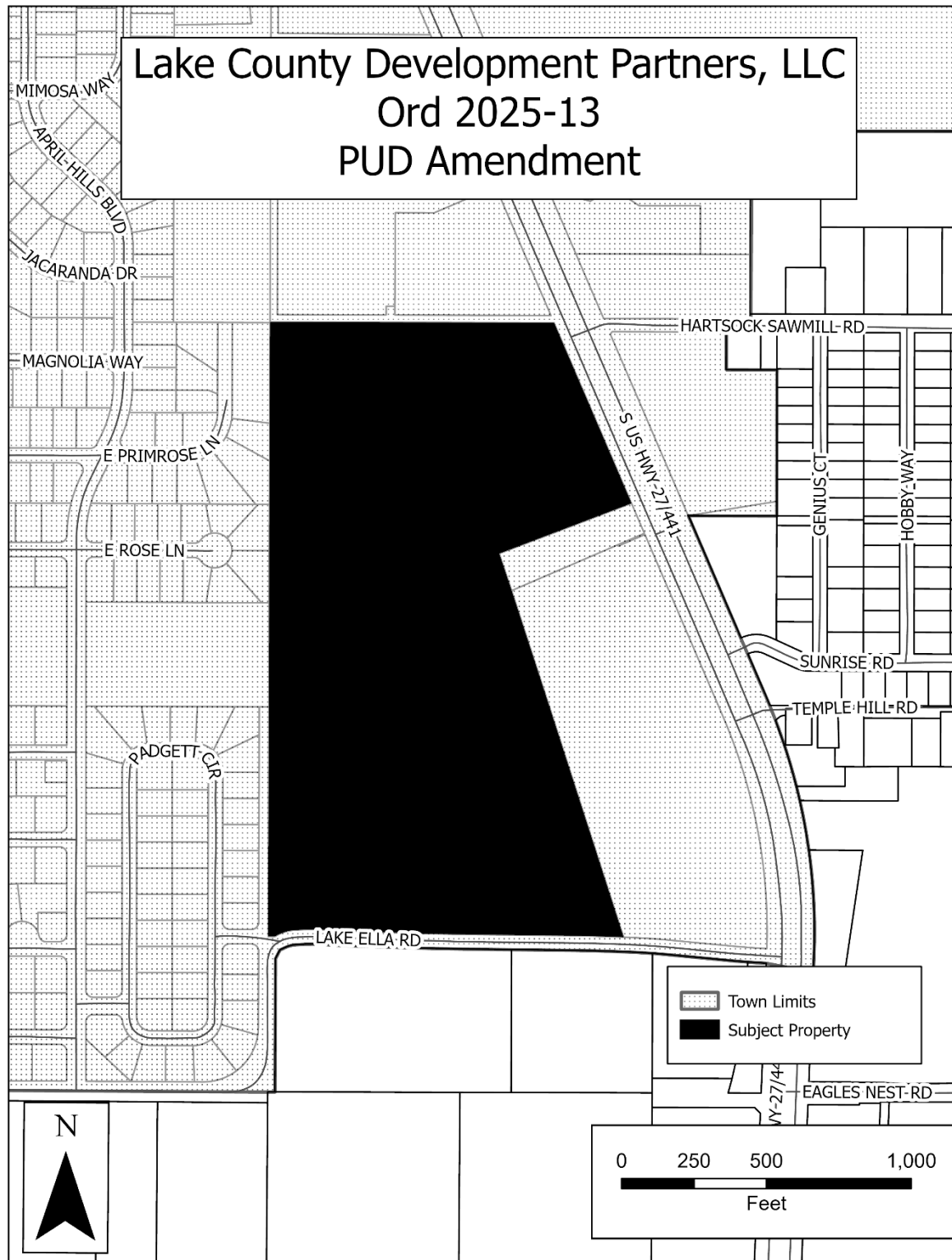
1 OF SAID SECTION 28, 2095.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
 2 THENCE N. 89°41'17"E. 368.82 FEET; THENCE N.00°16'55"W., 179.07 FEET TO THE POINT OF  
 3 CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 188.00 FEET AND A  
 4 DELTA ANGLE OF 13°51'48"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.49  
 5 FEET TO THE POINT OF TANGENCY, HAVING A CHORD BEARING OF N.07°12'49"W. AND A  
 6 CHORD DISTANCE OF 45.38 FEET; THENCE N.14°08'43"W., 75.54 FEET TO THE POINT OF  
 7 CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 212.00 FEET, A DELTA  
 8 ANGLE OF 13°50'48"; THENCE ALONG THE ARC OF SAID CURVE, 51.23 FEET TO THE POINT OF  
 9 TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N.07°13'19"W.,AND A CHORD  
 10 DISTANCE OF 51.11 FEET; THENCE N. 00°17'27"W., 210.73 FEET TO A POINT ON THE NORTH  
 11 LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 28; THENCE S.89°42'05"W. ALONG SAID  
 12 NORTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 28, A DISTANCE OF 339.32 FEET  
 13 TO A POINT ON THE AFORESAID WEST LINE OF THE SE 1/4 OF SAID SECTION 28; THENCE  
 14 S.00°18'43"E., ALONG SAID WEST LINE OF THE SE 1/4 OF SAID SECTION 28, 559.02 FEET TO  
 15 POINT OF BEGINNING. TOGETHER WITH THE FOLLOWING NONEXCLUSIVE EASEMENT FOR  
 16 ACCESS, ROADWAY AND UTILITIES:

17 HOTEL SITE CENTERLINE ACCESS EASEMENT DESCRIPTION:

18 ACCESS EASEMENT IS 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED  
 19 CENTERLINE:,COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 18 SOUTH,  
 20 RANGE 24 EAST, LAKE COUNTY FLORIDA; THENCE N.00°18'43"W., ALONG THE WEST LINE OF  
 21 THE SE 1/4 OF SAID SECTION 28, 2095.71 FEET; THENCE N. 89° 41'17"E.368.82 FEET; THENCE  
 22 N.00°16'55"W., 179.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY,  
 23 HAVING A RADIUS OF 188.00 FEET AND A DELTA ANGLE OF 13°51'48"; THENCE ALONG THE  
 24 ARC OF SAID CURVE A DISTANCE OF 45.49 FEET TO THE POINT OF TANGENCY, HAVING A  
 25 CHORD BEARING OF N.07°12'49". AND A CHORD DISTANCE OF 45.38 FEET; THENCE  
 26 N.14°08'43"W., 75.54 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY,  
 27 HAVING A RADIUS OF 212.00 FEET, A DELTA ANGLE OF 13°50'48"; THENCE ALONG THE ARC OF  
 28 SAID CURVE, 51.23 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING A CHORD  
 29 BEARING OF N.07°13'19"W., AND A CHORD DISTANCE OF 51.11 FEET; THENCE N.00°17'27"W.,  
 30 76.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.89°40'11"E., A  
 31 DISTANCE OF 277.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY,  
 32 HAVING A RADIUS OF 800.00 FEET AND A DELTA ANGLE OF 23°30'19"; THENCE ALONG SAID  
 33 CURVE AN ARC DISTANCE OF 328.19 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING  
 34 A CHORD BEARING OF N.77°55'01"E AND A CHORD DISTANCE OF 325.90 FEET; THENCE N.



- 1 66°09'54"E., A DISTANCE OF 67.74 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE
- 2 OF U.S. HIGHWAY NO. 27-441 AND THE TERMINUS OF THIS EASEMENT.



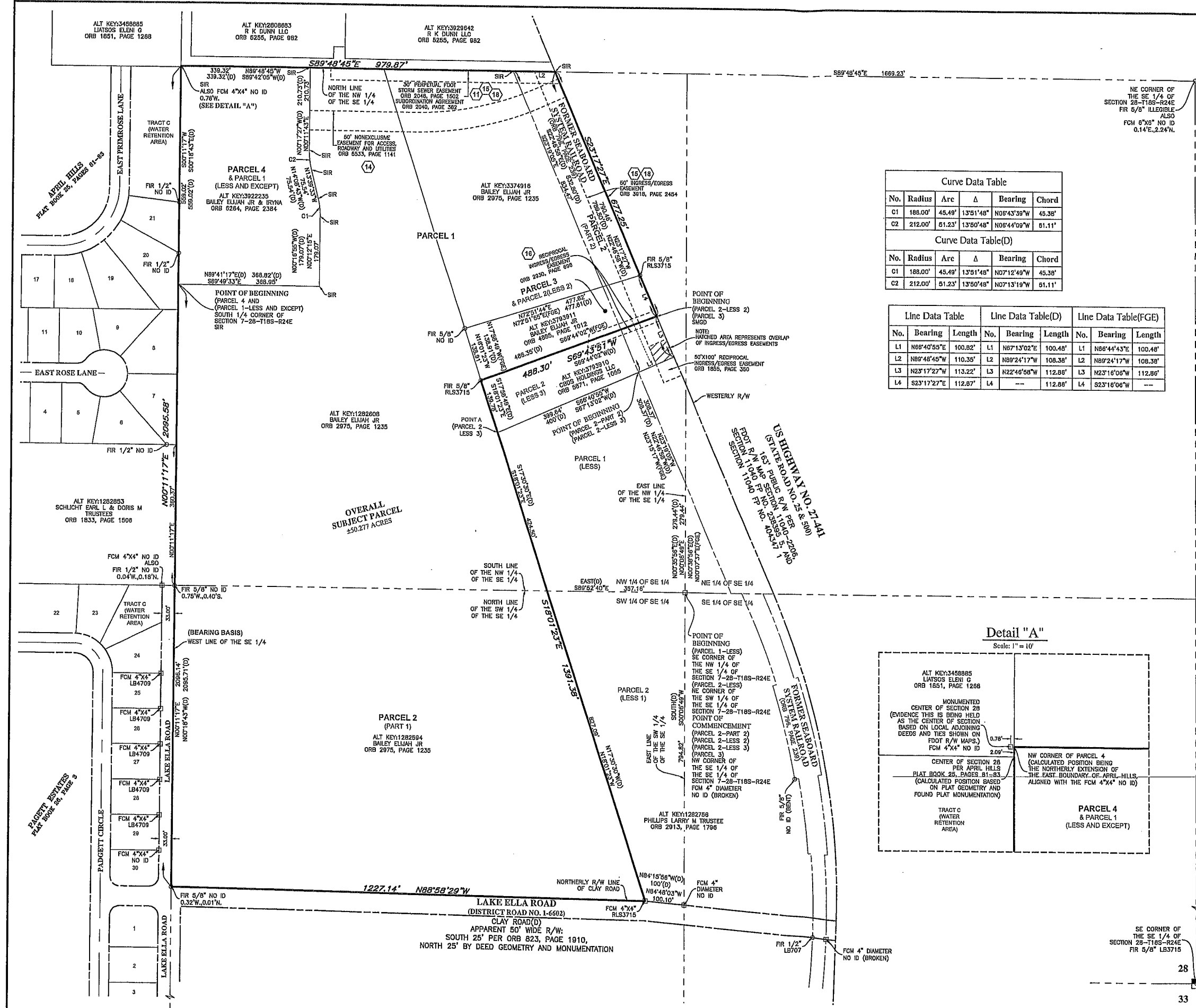








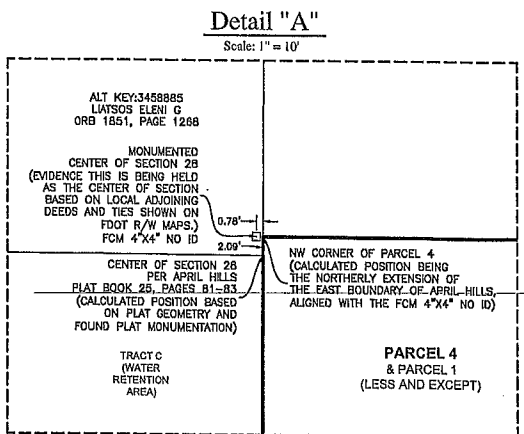




| Curve Data Table |         |        |           |             |        |
|------------------|---------|--------|-----------|-------------|--------|
| No.              | Radius  | Arc    | Δ         | Bearing     | Chord  |
| C1               | 188.00' | 45.49' | 13°51'48" | N08°43'39"W | 45.38' |
| C2               | 212.00' | 51.23' | 13°50'48" | N08°44'09"W | 51.11' |

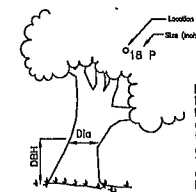
| Curve Data Table(D) |         |        |           |             |        |
|---------------------|---------|--------|-----------|-------------|--------|
| No.                 | Radius  | Arc    | Δ         | Bearing     | Chord  |
| C1                  | 188.00' | 45.49' | 13°51'48" | N07°12'49"W | 45.38' |
| C2                  | 212.00' | 51.23' | 13°50'48" | N07°13'19"W | 51.11' |

| Line Data Table |             |         | Line Data Table(D) |             |         | Line Data Table(FGE) |             |         |
|-----------------|-------------|---------|--------------------|-------------|---------|----------------------|-------------|---------|
| No.             | Bearing     | Length  | No.                | Bearing     | Length  | No.                  | Bearing     | Length  |
| L1              | N68°40'55"E | 100.82' | L1                 | N67°13'02"E | 100.48' | L1                   | N86°44'43"E | 100.48' |
| L2              | N89°48'45"W | 110.35' | L2                 | N89°24'17"W | 108.38' | L2                   | N89°24'17"W | 108.38' |
| L3              | N23°17'27"W | 113.22' | L3                 | N22°46'58"W | 112.88' | L3                   | N23°16'06"W | 112.88' |
| L4              | S23°17'27"E | 112.87' | L4                 | ---         | 112.88' | L4                   | S23°16'06"W | ---     |



- LEGEND**
- ALT --- Alternate
  - (D) --- Deed/Record Dimension
  - (FOE) --- Florida Grid East Dimension per Deed
  - FCM --- Found Concrete Monument
  - FDOT --- Florida Department of Transportation
  - FIR --- Found Iron Rod
  - ID --- Identification
  - LB --- Licensed Business
  - ORB --- Official Records Book
  - RLS --- Registered Land Surveyor
  - R/W --- Right of Way
  - SIR --- Set 1/2" Iron Rod LB7768
  - SMGD --- Set Mag Nail & Disk LB7768
  - CONC --- Concrete
  - CSW --- Concrete Sidewalk
  - GII --- Grate Inlet
  - INV --- Invert
  - MES --- Mitered End Section
  - RCP --- Reinforced Concrete Pipe
  - W --- Wire Fence
  - CLF --- Chain Link Fence
  - PVF --- Polyvinyl Fence
  - WF --- Wood Fence
  - TL --- Top of Bank
  - UL --- Overhead Utility Line
  - SP --- Sanitary Sewer
  - AV --- Air Release Valve
  - BP --- Water Backflow Preventer
  - CHH --- Cable Handhole
  - EHH --- Electric Handhole
  - EM --- Electric Meter
  - ES --- Electric Switch Box
  - FH --- Fire Hydrant
  - FOH --- Fiber Optic Handhole
  - FOW --- Fiber Optic Warning Marker
  - GA --- Guy Anchor
  - MB --- Mail Box
  - EP --- Electric Power Pole
  - FM --- Force Main Air Release Valve
  - PS --- Sign
  - FMV --- Force Main Gate Valve
  - SP --- Sanitary Sewer Manhole
  - SP --- Steel Post
  - TP --- Telephone Pedestal
  - BTW --- Buried Telephone Warning Marker
  - WG --- Water Gate Valve
  - WM --- Water Meter
  - WP --- Wood Post
  - TS --- Title Schedule B-II Item

- TREE LEGEND**
- AP --- AUSTRALIAN PINE
  - AV --- AVACADO
  - BB --- BOTTLE BRUSH
  - BN --- BANYON
  - BP --- BIRDS OF PARADISE
  - C --- CYPRESS
  - CB --- CHINABERRY
  - CD --- CEDAR
  - CL --- CHERRY LAUREL
  - CM --- CAMPHOR
  - CO --- COCONUT PALM
  - CP --- CABBAGE PALM (SABAL PALM)
  - CR --- GRAPE MYRTLE
  - CT --- CITRUS
  - EL --- ELM
  - F --- FIG (STRANGLER FIG)
  - FW --- FIDDLEWOOD
  - H --- HICKORY
  - HB --- HACKBERRY
  - HL --- HOLLY
  - JAC --- JACARANDA
  - LA --- LAUREL OAK (DIAMOND OAK)
  - LB --- LOBLOLLY BAY
  - LI --- LIVE OAK
  - M --- MAGNOLIA
  - MA --- MANGO
  - MB --- MARLBERRY
  - MO --- SOUTHERN MAGNOLIA
  - MH --- MAHOGANY
  - MU --- MULBERRY
  - MY --- MYRTLE OAK
  - NP --- NORFOLK PINE
  - P --- LONGLEAF PINE
  - PE --- PECAN
  - PE --- PERSIMMON
  - PM --- ROYAL PALM
  - PT --- PAPER TREE
  - QP --- QUEEN PALM
  - RB --- RED BAY
  - RM --- RED MAPLE
  - SB --- SWEET BAY MAGNOLIA
  - SC --- SYCAMORE
  - SF --- STAR FRUIT
  - SG --- SWEET GUM
  - SGR --- SEA GRAPE
  - SL --- SLASH PINE (YELLOW PINE)
  - SP --- SAUD PINE (SCRUB PINE)
  - T --- TALLOW WOOD
  - TO --- TURKEY OAK
  - UNK --- UNKNOWN
  - WLW --- WILLOW
  - WO --- WATER OAK
  - WP --- WASHINGTON PALM
  - WX --- WAX MYRTLE



NOTE: Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height (DBH). The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

www.geopointsurvey.com  
Licensed Business No.: LB 7768

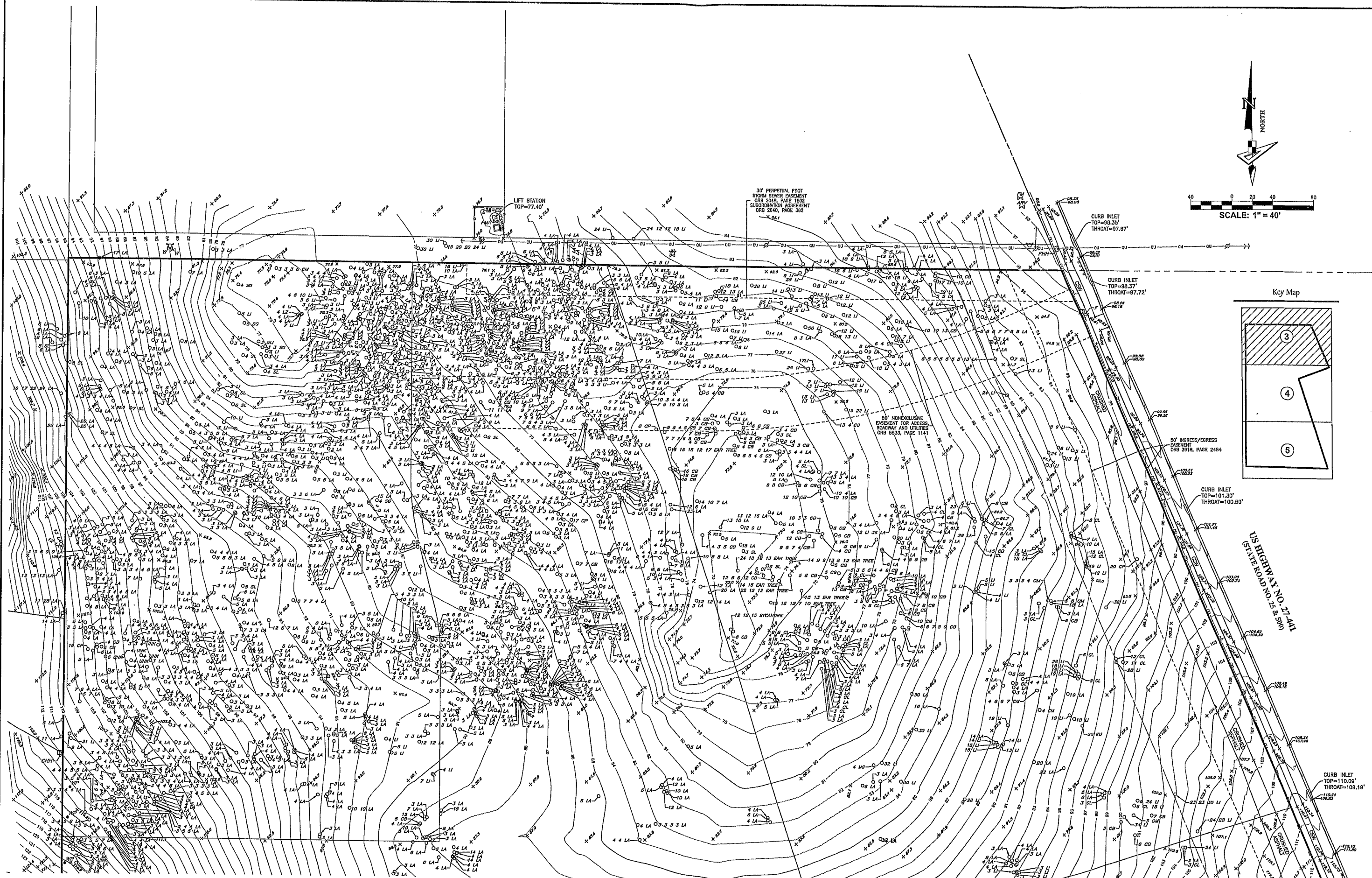
**GeoPoint**  
Surveying, Inc.

North Florida  
67 Joe Campbell Road  
Freeport, Florida 32439  
Phone: (850) 740-0650

West Florida  
213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266

Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440

East Florida  
4152 West Blue Heron Blvd  
Suite 105  
Riviera Beach, Florida 33404  
Phone: (561) 444-2720



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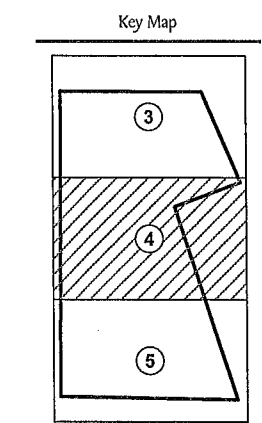
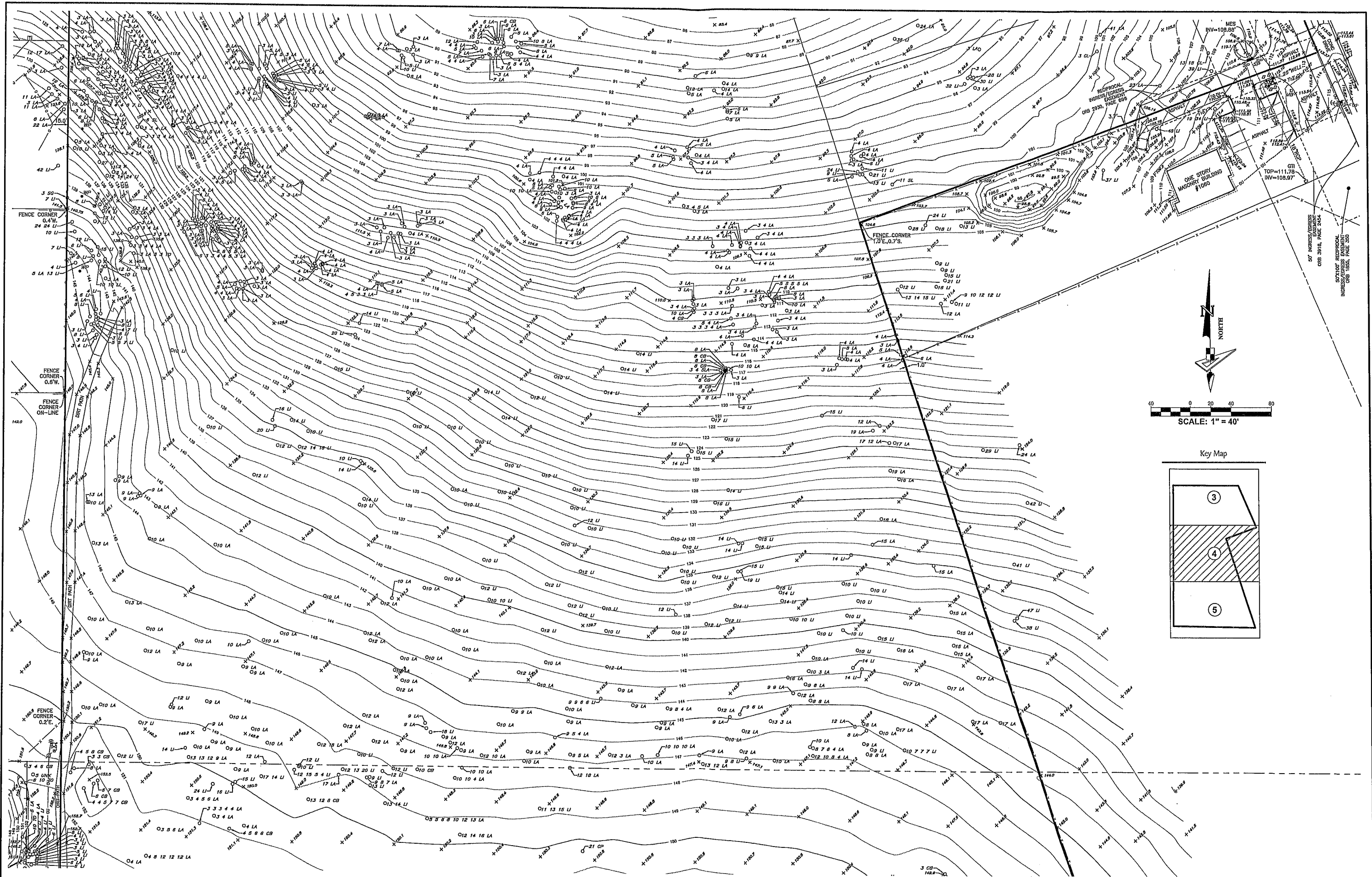
**ALTA/NSPS Land Title Survey**

PREPARED FOR:  
Lake County Development Partners, LLC  
LOCATED IN:

Section 28, Township 18 S., Range 24 E., Lake County, Florida

See Sheet 1 for  
Certifications,  
Signature, & Revisions.  
See Sheet 2 for Legend.  
Not valid without all Sheets

SHEET: 036 OF 129



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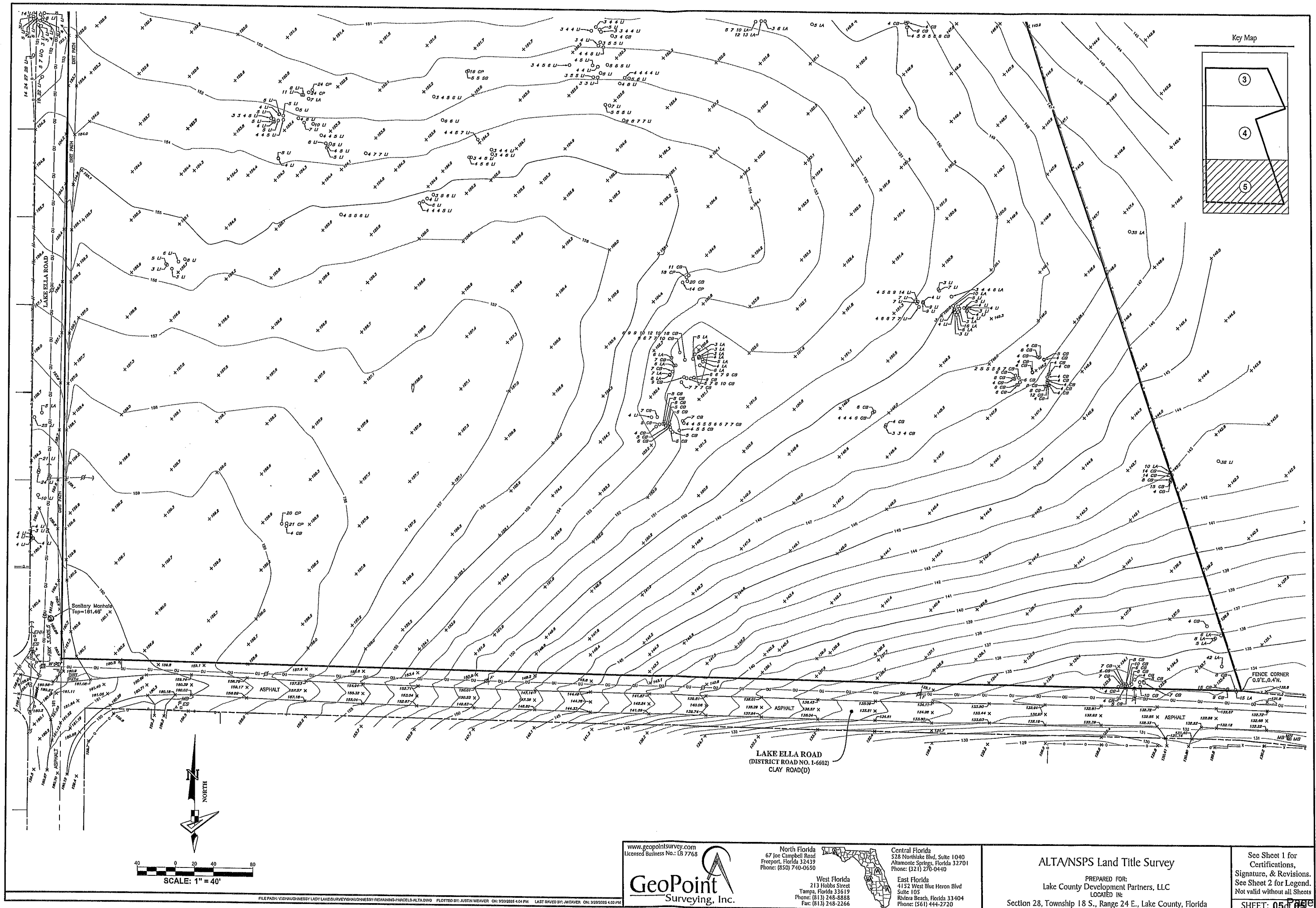
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Phone: (561) 444-2720

**ALTA/NSPS Land Title Survey**

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Lake County Development Partners, LLC  
LOCATED IN:  
Section 28, Township 18 S., Range 24 E., Lake County, Florida

See Sheet 1 for  
Certifications,  
Signature, & Revisions.  
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Not valid without all Sheets

SHEET: 04609











| Member   | Vote |
|----------|------|
| Brinson  | YES  |
| Masse    | YES  |
| Galloway | YES  |
| Saunders | YES  |

~~Motion carried 4-0.~~

**3. Ordinance 2025-13 — Rezoning — Lake Ella PUD — An Ordinance Modifying the Existing Zoning Entitlements and Boundary Under the Lady Lake Development (PUD) Designation for Five Properties Totaling Approximately 50.9 acres; Referenced by Alternate Key Numbers 3922235, 337491, 1282608, 3793911, and 1282594 within Lake County, Florida. (Rebecca Higgins)**

Senior Planner Higgins stated that on Wednesday, August 13, 2025, an application was made to the Town of Lady Lake by Jason Bullard with EXO Limited, LLC, on behalf of property owner, Lake County Development Partners, LLC, to amend the current boundaries and entitlements of the existing Memorandum of Agreement within Ordinance 2020-04, for approximately 50.9 acres located north of Lake Ella Road and west of South Highway 27/441.

Ms. Higgins presented location maps of the subject properties.

The applicant wishes to amend the existing memorandum of agreement to remove condominium as an allowed use and to add the following uses: Office complex/Office warehouse facility; Adult care facility/Assisted living facility/Nursing home; Multi-family dwelling, age restricted 55+.

The ordinance proposes the following use changes: Permitted Uses — Professional/Business Offices/Office Complex/Office warehouse facility; Medical Offices/Clinic; Adult Care Facility/Assisted Living Facility/Nursing Home; Commercial/Retail Sales Business; Hotels; Restaurants (w/o drive through window);

~~Condominiums~~ Multi-Family Dwelling (including Apartments, Townhouses, and Duplex), age restricted 55+; Health/Exercise Club/Spa; Zoning Designations of Adjacent Properties; North Planned Unit Development (PUD); East Heavy Commercial (HC); South Fruitland Park Neighborhood Commercial (C-1); West Residential Single Family Medium Density (RS-6).

**Zoning Designations of Adjacent Properties — North- Planned Unit Development (PUD); East - Heavy Commercial (HC); South - Fruitland Park Neighborhood Commercial (C-1); West Residential Single Family Medium Density (RS-6).**

**Impact on Town Services**

Ms. Higgins stated that staff supports this amendment because of the reduction in impacts on town services.

Potable Water: The proposed entitlement change is anticipated to require 188 ERUs of water, 33% of the requirements of the existing entitlements.

Sewer: The proposed entitlement change is anticipated to require 188 ERUs of sewer, 33 % of the requirements of the existing entitlements. This reduction is largely due to the removal of the restaurant and the conversion from condominiums (1 ERU per unit) to an independent living facility (0.2 ERU per unit).

Transportation: Based on the ITE trip generation provided, the proposed development will have a net reduction of approximately 2,782 daily trips from the existing entitlements (from 8,590 to 5,808 daily trips). The removal of the restaurant and retail uses from the existing conceptual plan helps to reduce a significant number of trips.

Schools: Because the Memorandum of Agreement restricts the age for the multifamily portion to 55+, this project will have no effect on the school system.

Parks and Recreation: This project offers an internal amenity center, thus not impacting the level of service for parks and recreation.

Stormwater: Project will be required to adhere to St. Johns River Water Management District (SJRWMD) guidelines, drainage, and engineering best management practices, which will be reviewed when the site plan is submitted.

Flood: The subject property lies within Flood Zone X per FEMA FIRM Map 12060C0170E effective December 18, 2012.

The Town Commission's first reading of Ordinance 2025-13 is scheduled for Monday, October 6, 2025, at 6:00 p.m. The second and final reading is scheduled for Monday, October 20, 2025, at 6:00 p.m.

Staff mailed notices to inform the surrounding 26 property owners within 150 feet of the property proposed by the PUD amendment request on Monday, August 25, 2025. The notification signs were posted on the property on Monday August 25, 2025.

To date, staff has not received any correspondence in support or opposition of this application.

Member Masso verified with Ms. Higgins that the town has utility capacity to serve this project. He also inquired where the retail area of this project will be located.

Ms. Higgins stated that the retail component was removed from this project. She explained that Ord. 2020-04, which was approved as the Bailey PUD, included retail space on the first floor of the condominium buildings.

Regarding the effect this project will have on the town's water and sewer capacity, Growth Management Director explained that if this amendment is denied, the entitlements will revert to the entitlements that were previously approved in Ord. 2020-04. He reiterated staff supports this amendment because it reduces the stress on town utilities as well as traffic.

Member Galloway stated that he likes the proposed reductions in town services and traffic.

Vicky Vathroder, 2626 Lake Ella Rd

Ms. Vathroder stated that their property is on the south side of this project. She stated that traffic on Lake Ella Road is heavy now, and there is no median. She inquired as to what will be constructed on the property adjacent to Lake Ella Road.

Jason Bullard, EXO Limited

Mr. Bullard stated the office space is proposed for the area adjacent to Lake Ella Road. He explained that this project will be constructed in phases.

Chairman Saunders asked the board members if they have any questions or comments.

Hearing none, Chairman Saunders asked if anyone in the audience would like to speak regarding this agenda item. Hearing none, he asked for a motion.

**Member Galloway made a motion to forward Ordinance 2025-13 to the Town Commission with the recommendation of approval; Member Masso seconded the motion.**

| Member   | Vote |
|----------|------|
| Brinson  | YES  |
| Masso    | YES  |
| Galloway | YES  |
| Saunders | YES  |

**Motion carried 4-0.**

#### **CHAIRPERSON AND MEMBERS REPORT**

~~There were no reports.~~

#### **PUBLIC COMMENT**

~~There were no public comments.~~



# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Legal Department — Ordinance 2025–14 - First Reading** — An Ordinance of the Town of Lady Lake, Florida, prescribing procedures and forms for the reasonable opportunity to be heard at Commission Meetings and Planning & Zoning Meetings, providing for severability, repeal of conflicting ordinances, codification, and an effective date. (Derek Schroth)

### AGENDA ITEM ID

2025-796

### DEPARTMENT

Town Clerk

### SUMMARY

Pursuant to Florida Statutes 286.0114, this Ordinance formalizes the three-minute time limit for certain public comment and the requirement that a speaker card be submitted to the Town Clerk prior to speaking on a matter. The Ordinance also regulates signs at meetings and mandates decorum when addressing the Commission and Planning & Zoning Board.

### STAFF RECOMMENDATION

Approval – Motion to approve Ordinance 2025-14

### FISCAL IMPACT

N/A

### FUNDING SOURCE

N/A



## **TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA**

### **AGENDA ITEM TITLE**

**Legal Department** — Consideration and Approval of Proposed Time Frame Benchmarks For Draft Agreement With Fruitland Park to Complete Its Wastewater Treatment Plant. (Derek Schroth)

### **AGENDA ITEM ID**

2025-800

### **DEPARTMENT**

Public Works

### **SUMMARY**

The current Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement between Lady Lake and Fruitland Park will expire on October 13, 2026. The Town Commission previously indicated it will continue to permit Fruitland Park to use the Town's facilities to treat Fruitland Park's wastewater while Fruitland Park moves forward in building its own wastewater treatment plant. The Town Attorney would like direction from the Commission on the required time frames to incorporate in the new draft agreement with Fruitland Park for it to complete construction of its wastewater treatment plant.

### **STAFF RECOMMENDATION**

Move to Approve Proposed Time Frame Benchmarks for Draft Agreement with Fruitland Park for Fruitland Park to construct its Wastewater Treatment Plant.

### **FISCAL IMPACT**

None as to this issue. The final agreement with Fruitland Park will have a fiscal Impact.

### **FUNDING SOURCE**

N/A

**Proposed Time Frame Benchmarks for Fruitland Park’s Wastewater Treatment Plant  
Completion by December 31, 2028.**

**I. Planning & Feasibility – Completed by April 1, 2026 (approx. 6 months).**

May include, but not limited to, needs assessment (population and development projections), evaluation of existing infrastructure, site selection, feasibility study, technical, economic, and environmental analyses, preliminary engineering report, funding strategy, general design, and public meetings.

**II. Design & Permitting – Completed by March 1, 2027 (approx. 11 months).**

May include, but not limited to, detailed engineering design process flow diagrams (PFD), civil, mechanical, electrical, and instrumentation design, environmental review, Florida Environmental Resource Permit (ERP), FDEP permits, wastewater facility permit, NPDES permit (for discharging to surface waters), and other permits, submit plans to FDEP and local authorities, address comments and resubmit.

**III. Bidding & Procurement – Completed by July 1, 2027 (approx. 3 months).**

May include, but not limited to, preparation of bid documents, construction drawings, specifications, instructions to bidders, bidding process, advertisement for bids, bid evaluation & award, procurement of equipment, long-lead items ordered early (e.g., blowers, membranes).

**IV. Construction – Completed by December 31, 2028 (approx. 18 months).**

May include, but not limited to, site preparation, clearing, grading, erosion control, excavation, construction and installation of concrete basins, foundations, mechanical & electrical installation, pumps, blowers, piping, motors, panels, regular inspections, safety audits, regulatory inspections and oversight.

**V. Startup, Testing, & Operation – Completed by March 1, 2029 (2 months).**

May include, but not limited to, hiring of operational personnel, equipment testing, adjusting treatment parameters, seeding with sludge, performance testing, demonstrate compliance with permit effluent limits, final inspection & approvals, issuance of certificate of completion, start up, and operate.





# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Police Department** — Request Commission support for the Lady Lake Police Department to contract with Flock Safety License Plate Reader Technology. (Steve Hunt)

### AGENDA ITEM ID

2025-795

### DEPARTMENT

Police

### SUMMARY

The Lady Lake Police Department seeks the Town Commission's approval to implement License Plate Reader (LPR) technology to enhance public safety, improve investigative capabilities, and deter criminal activity. This proposal from Flock Safety outlines the initial and recurring costs, and anticipated benefits associated with deploying LPR systems within the town's jurisdiction.

The LPR system is designed to assist law enforcement by capturing vehicle data using Ai-enhanced cameras. It focuses on vehicle-related evidence and does not collect personal or biometric information. All information is automatically deleted after 30 days and complies with state policy laws.

### Key Capabilities Include:

- Captures license plate data and vehicle characteristics.
- Provides real-time alerts for stolen or wanted vehicles.
- Helps locate missing persons (e.g. dementia patients, Sliver Alerts).
- Supports investigations and increases clearance rates.
- Can reduce overall crime by acting as a deterrent.
- Allows AI searches based on vehicle attributes (make, model, color, decals)

The purchase includes a 60-day trial period after installation with data analysis support. There are currently more than 6000 cameras active in Florida, and they are currently used by 59 of Florida's 67 counties. Local users include Lake County, Sumter County, Leesburg PD, Eustis PD, and Orlando PD.

**STAFF RECOMMENDATION**

Staff recommends approving an agreement between the police department and Flock Safety to install license plate reader cameras at strategic locations throughout the Town.

**FISCAL IMPACT**

\$43,900

**FUNDING SOURCE**

Police Department



# LADY LAKE POLICE DEPARTMENT PROCEDURAL DIRECTIVE

|                                                                                                                 |                                  |                                           |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------|
|                                                                                                                 |                                  | <b>NUMBER:</b> 2229.00                    |
| <b>SUBJECT</b>                                                                                                  | Automated License Plate Reader   | <b>PAGES:</b> 4                           |
| <input type="checkbox"/> New<br><input checked="" type="checkbox"/> Revised<br><input type="checkbox"/> Revokes | Revision Date: 1/30/2025<br>None | <b>DISTRIBUTION:</b><br><br>All Personnel |
| <b>INDEX AS:</b><br><br>License Plate Reader, ALPR. AALPR                                                       |                                  | <b>EFFECTIVE DATE:</b><br><br>11/01/2016  |
|                                                                                                                 |                                  | <b>REVIEW DATE:</b><br><br>Periodic       |
|                                                                                                                 |                                  | <b>CFA STANDARD:</b>                      |

## 2229 LICENSE PLATE READER

### 2229.1 Policy

The Lady Lake Police Department continuously strives to utilize the latest technologies for crime prevention and the apprehension of criminals. The Automated License Plate Recognition System (ALPR) is an additional tool our members will utilize to provide a safer environment for residents, and visitors to the Town of Lady Lake. ALPR technology is used for identifying and reading vehicle license plates. Once a license plate is scanned into the system, the system will search the license plate through the Florida Department of Law Enforcement. Any information recorded will follow the same guidelines set forth by the Florida Department of Law Enforcement FCIC / NCIC supplement user agreement.

## 2229.2 Definitions

As used in this procedural directive the following definitions will apply:

- Hot List - A list of stolen plates and vehicles entered into the National Crime Information Center (NCIC) database, the Florida Crime Information Center (FCIC) database, the Florida Department of Highway Safety and Motor Vehicles as well as any information that is entered manually.
- License Plate Reader (ALPR) – A specialized system consisting of equipment designed to read, store and check license plates. The ALPR is mounted to a patrol vehicle and connected to a computer within the vehicle.
- ALPR Operator – A sworn employee properly trained in the use of the ALPR system.
- ALPR “hits” - For the purposes of this directive, a “hit” is defined as an alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC), Florida Crime Information Center (FCIC), or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violence protective order or terrorist-related activity.

## 2229.3 System Description

The Lady Lake Police Department has a service contract with Vigilant Solutions for the use of standalone ALPR cameras with the associated computer program. The Lady Lake Police Department also has a service contract with AXON for the use of dashboard camera systems that have ALPR cameras-built in. Both Vigilant and Axon ALPR systems take digital photographs of vehicles and license plates that enter into its field of view. It then searches a “Hot List” to determine if the license plate is wanted for any reason. There are no specific criteria for activation as both ALPR systems, when powered on, constantly gather data from vehicle tags.

The ALPR does not conduct a live check against FCIC or NCIC, but rather, the system conducts checks against a Hot List database, which is downloaded at least daily from FDLE.

The ALPR may not always be able to determine the type or license plate detected (e.g. the system may detect license plate ABC123 but may not determine the state or country).

## 2229.4 Operational Procedures

Only the CID super or his designee are authorized to relocate the standalone cameras. The Deputy Chief and CID Supervisor have full access to the Vigilant software and manage the program. Only supervisors are allowed access to uploading “hot list” tags for specific investigations. All sworn personnel are allotted access to the view and search portion of the Vigilant software.

During the operation, ALPR “hits” are indicated by an audible and visual alarm. An ALPR “hit” shall not be used as the sole reason for the traffic stop or enforcement contact until all provisions contained in this section have been satisfied. Contact with the vehicle and its occupants will only be made after the “hit” is confirmed.

1. The ALPR Operator receiving the “hit” notification must first visually verify that the Hot List entry matches the digital image displayed by the ALPR. If for any reason it does not match, the “hit” will be rejected. If however, it does match, the “hit” will be accepted and the ALPR Operator will verify the “hit” through NCIC / FCIC (absent exigent circumstances).
2. After confirming the “hit” meets the criteria for a lawful stop, the ALPR Operator may then attempt to stop the vehicle exercising all necessary officer safety protocols.

The ALPR system is capable of conducting various types of queries that may include:

- NCIC/FCIC warrant checks (wanted or missing persons).
- Expired License Plates.

- Sanctioned Drivers (Suspended, Revoked or Cancelled).
- Stolen Vehicles or License Plates.
- Protection Orders (Domestic Violence Injunctions).
- Gang & Terrorist Watch List.

Manual additions to the Hot List can be made to the system as they are received by the program administrator. Examples of possible scenarios where a manual entry of a license plate number maybe entered are:

- BOLO.
- Attempt to Locate.
- Probable Cause exists out of our agency.
- AMBER/SILVER/BLUE Alerts.
- Child Abduction.
- Wanted or Missing Persons.

ALPR Operators will pay careful attention to their driving and will not use the ALPR system in any manner that would endanger or distract them and might result in a traffic crash.

#### **2229.5 Training**

The Administrative Services Bureau Lieutenant or designee will be responsible for overseeing the development and administration of the training process for assuring proficiency of instructions and operators with the ALPR.

#### **Vigilant**

The Deputy Chief and CID Supervisor will provide initial training on the software for authorized users.

#### **AXON**

Prior to using the AXON ALPR system for law enforcement purposes, officers will complete the AXON ALPR training based on manufacturer's recommendations and review the department policy.

The Administrative Services Bureau Lieutenant or designee will be responsible for the annual review of the policy and procedures contained herein and for making recommendations to the Chief of Police for any necessary amendments.

#### **2229.6 Equipment Maintenance**

The Administrative Services Bureau Lieutenant or designee will be responsible for overseeing the installation, implementation and maintenance of the ALPR system.

All ALPR equipment must be properly maintained in accordance with the manufacturer's recommendations.

ALPR Operators are required to perform a function check of the equipment at the start of their shift. The function check will test the video and audio recording functions and the unit itself. The ALPR Operator will also ensure the unit is recording the proper day, date, and time. Any problems will be immediately reported to the on-duty supervisor. If the problem is not corrected before the end of their shift, the ALPR Operator will notify the Administrative Services Bureau Lieutenant or designee in writing of the specific problem. The ALPR unit shall be placed out of service until repaired.

The ALPR will not be disconnected for repairs by anyone except a technician authorized by the department. Arrangements for repair will be made by the Administrative Services Bureau Lieutenant or designee. No attempt to repair the equipment, which would require going into the internal parts of the unit, is permitted.

#### **2229.7 Data Retention and Public Records Request**

All ALPR data will be retained for 180 days and then deleted from the server. Public records requests made within the 180-day retention period will be forwarded to the Administrative Services Bureau Lieutenant.

Access to all ALPR data is restricted to authorized LLPD personnel, in furtherance of a criminal justice purpose. Any other use of this data is strictly forbidden.

Data will be stored on a secure Town of Lady Lake server and will only be accessible to authorized personnel.

#### **2229.9 Annual Audit**

The Deputy Chief will conduct an annual audit of the ALPR data to ensure all access to data captured, stored, generated, or otherwise produced was accessed by authorized users only. Any users found to be not in compliance will be subject to corrective and/or disciplinary action. Any unauthorized access to the above data will be reported to the Chief of Police through the Deputy Chief.



# How Many Crimes Do Automated License Plate Readers (ALPRs) Solve, Anyway?

flock safety



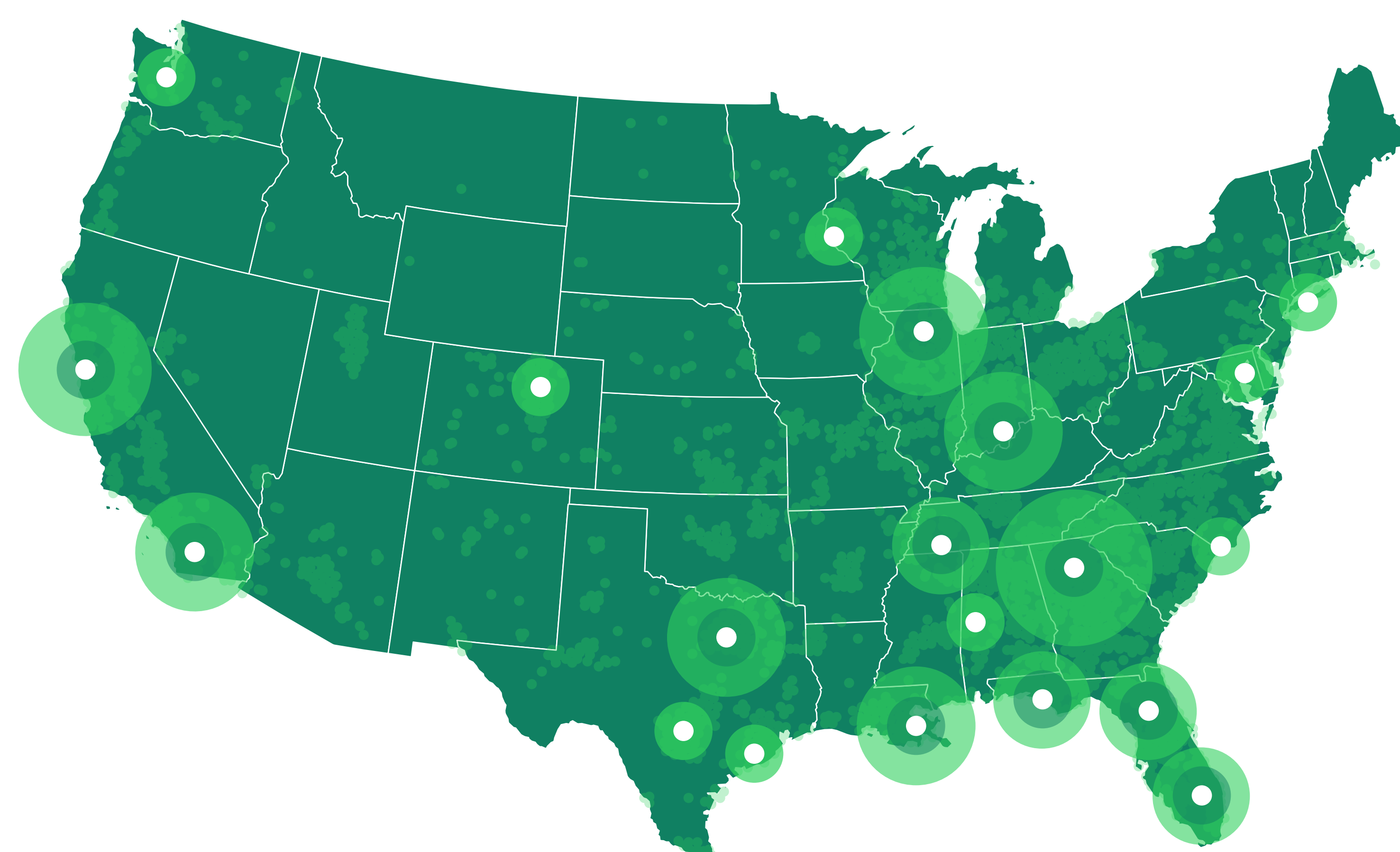




# As Automated License Plate Reader (ALPR) technology has become more ubiquitous, discussion has shifted from the proven utility to **understanding how they contribute to solving crimes.**

Recent studies highlight significant positive outcomes, such as increased follow-up arrests, identification of stolen vehicles, and improved case closure rates.

To better understand effective deployment and usage of ALPR cameras, Flock Safety, the leading provider of ALPR technology to 4,000+ communities across the United States, conducted a large-scale analysis of ALPR outcomes correlated with crime clearance and reduction data.



## Methodology

The study utilizes a comprehensive survey of Flock Safety ALPR customers, conducted from April to June 2023. Individual agencies' crime clearance data is analyzed in conjunction with FBI-reported crime data, employing multilinear regression to isolate the impact of ALPR-centric, agency-centric, and jurisdiction-centric factors. The survey focuses on raw numbers of crimes solved, filtering out minor offenses. Data which did not meet rigorous criteria for inclusion are also filtered out, leading to 123 survey respondents, representing a diverse range of sizes and demographics, with sufficient granularity for analysis.

The study employs single and multilinear regression to identify factors most associated with ALPR-assisted clearance rates. Notable findings include the importance of ALPR-centric factors, agency behavior, collaboration with other agencies, and surprising success in challenging environments.

**10%**

Flock Safety devices are now helping solve 10% of reported crime in the U.S.

**200x**

A typical agency that works with Flock will have access to more than 200 times the number of cameras that they own

**9.1%**

A typical agency that acquires an additional 1 Flock Device per Sworn Officer, may expect a 9.1% increase in clearance rate



**flocksafety.com**

(866) 901-1781 | [media@flocksafety.com](mailto:media@flocksafety.com)



# Key Findings

## Access to Evidence

Agencies with more Flock Devices per Sworn Officer and shared devices exhibit higher clearance rates, emphasizing the power of additional investigative evidence.

## Agency Behavior

Broad access to ALPR technology within an agency correlates with higher success in solving crimes, highlighting the role of officers in the field and the importance of proper technology use. Agencies who provide Flock access and training to a broad spectrum of officers, from patrol to their investigative bureau and beyond, see more success with the technology.

## Collaboration with Other Agencies

Network effects, both locally and on a national scale, should agencies choose to engage in such, can play a significant role. In fact, the number of nearby Flock customers and shared devices per sworn officer may greatly impact clearance rates. As an example, the addition of 20 Flock customers near an agency can lead to a 1% increase in clearance rate.

## Overcoming Challenging Environments

Agencies with fewer sworn officers and larger population areas achieve higher clearance rates when using ALPR, suggesting ALPR's effectiveness in addressing resource challenges. This is especially important when considering the current hiring and retention challenges that agencies across the country face.

This research provides valuable insights into ALPR technology's impact on law enforcement outcomes. The identified factors can guide agencies in optimizing their use of ALPR technology for enhanced crime clearance rates.

Applying this framework to all of Flock's customers and estimating the totals, over 700,000 crimes each year are solved using Flock Safety technology. This represents roughly 10% of reported crime nationwide.

These findings warrant further research specifically examining the impact of ALPR usage on specific categories of crimes, especially in examining the before-and-after impacts of those changes. Such a study is presently underway as part of a joint research project by Texas Christian University and the University of Texas at Tyler.

Read the full white paper, published on [Researchgate](#).





flock safety

# Shape a safer future, together

Serving more than

**4,000**

law enforcement  
agencies in 48 states

Helping to solve

**14%**

reported crime  
in the USA



## What we heard:

- Organized retail theft, with individuals coming from Orlando to target the company's chain stores
- Crimes related to the busy 441 corridor, where the department needs to be more vigilant due to the presence of "bad actors"
- Crimes that can be solved by leveraging Flock's license plate recognition capabilities, such as a recent case involving a Facebook Marketplace transaction and a distinctive BMW vehicle
- Car thefts, as Flock's technology helped a small city in Florida solve a series of car thefts by tracking the vehicle's movements across state lines

# Collaborative Policing Technology

A force multiplier enabling agencies of all sizes to solve significantly more crime and improve quality of life without increasing staffing

# Flock's Footprint Is Yours

The power of Flock expands far beyond one jurisdiction's bounds - our LPR network nationwide is 10X larger than the next closest competitor. Spanning Police, Public Works, Schools, HOA and Commercial businesses, all become a part of your footprint by joining Flock.



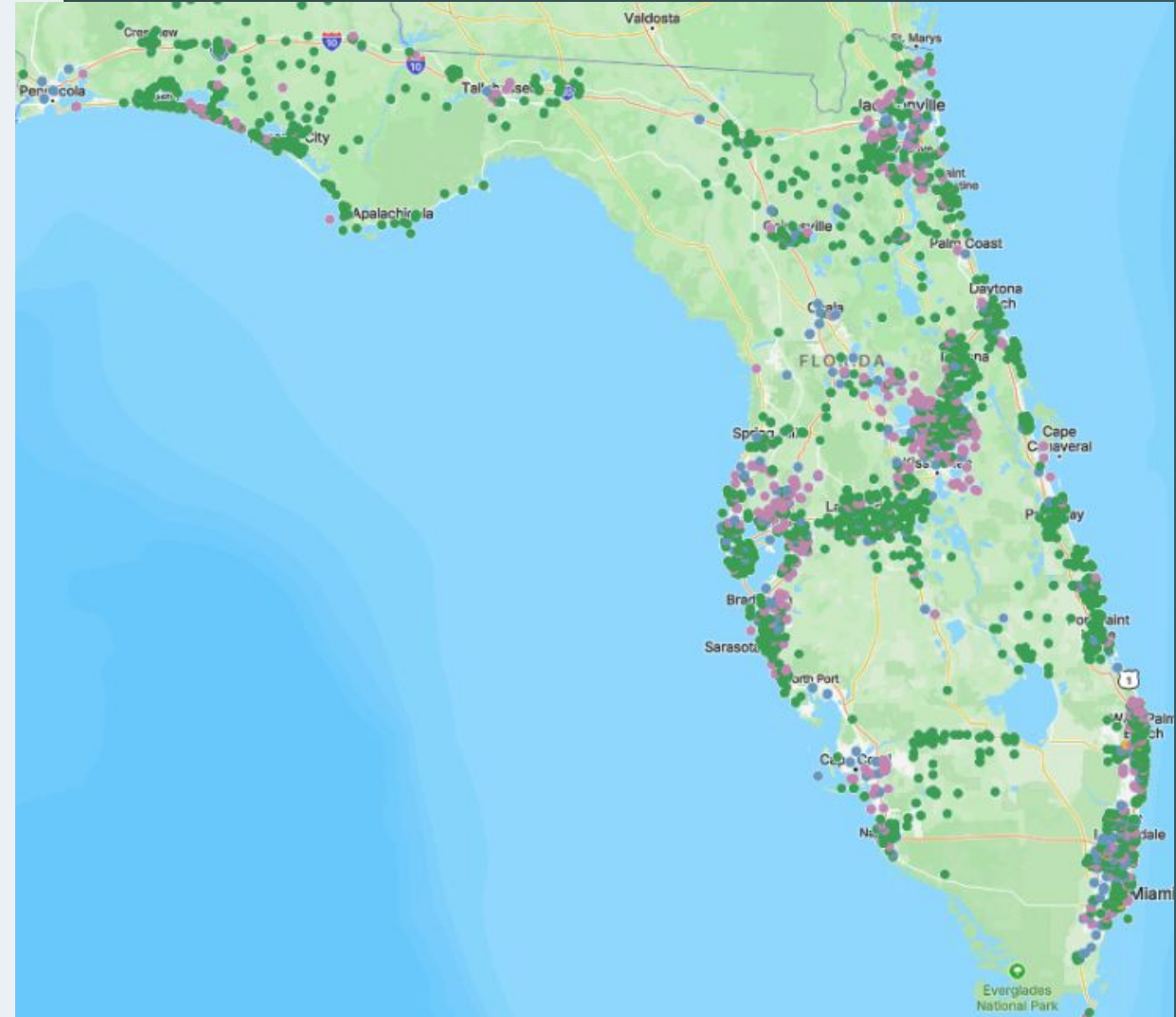
**In the 48 continental United States →  
86,000 Falcons *(and counting)***



**Florida → 6,000 Falcons *(and counting)***

## ***Flock Users:***

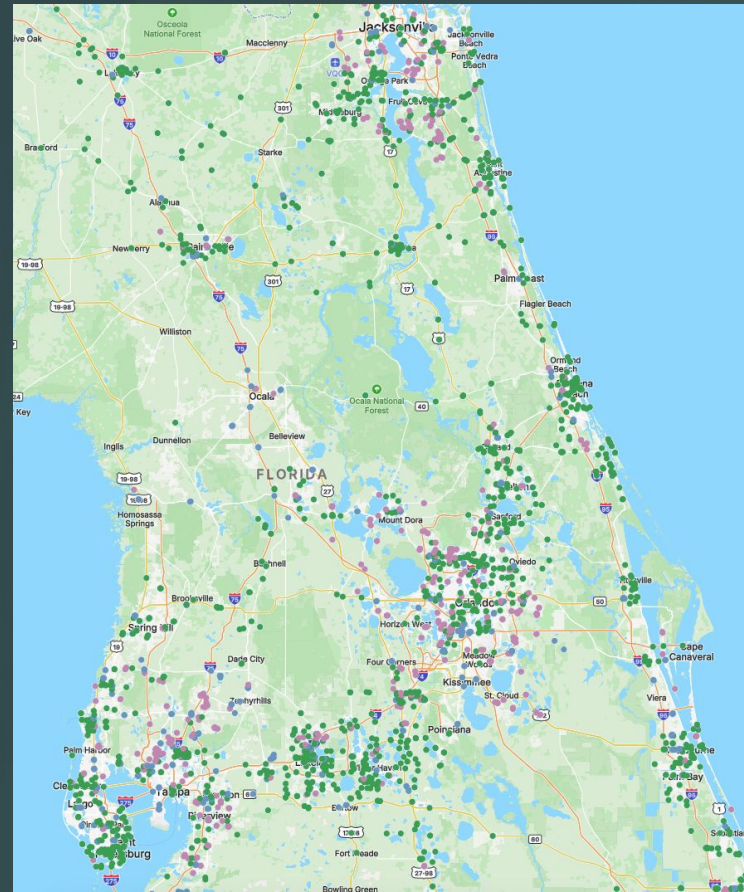
- ***Sumpter County SO***
- ***Eustis PD***
- ***Leesburg PD***
- ***Volusia SO***
- ***Seminole County SO***
- ***Orlando PD***
- ***Lake County SO***
- ***59 of the 67 counties have Flock and you will have access to all of them.***





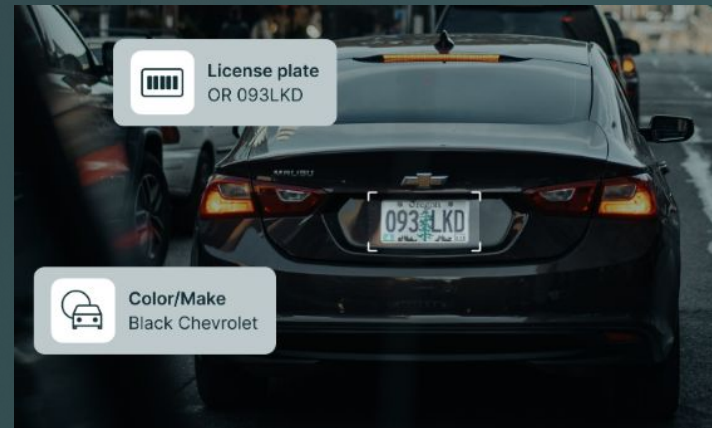
# Why Flock?

- **Flock Network:** Over 100k cameras nationwide and over 6k in FL that you'll have access to.
- **Vehicle Fingerprint:** Search for suspects based on unique identifiers on the car layered with AI
- **Solar Powered Option:** for easy installation on perimeters
- **Innovation:** This is a long term partnership and you want to pick the company behind the product that you feel will help you win long term.
- **Payment model:** Always updated Tech that we support



“Of all the years I’ve been doing this, **I can’t think of a better piece of technology, a more game-changing piece of technology.**”

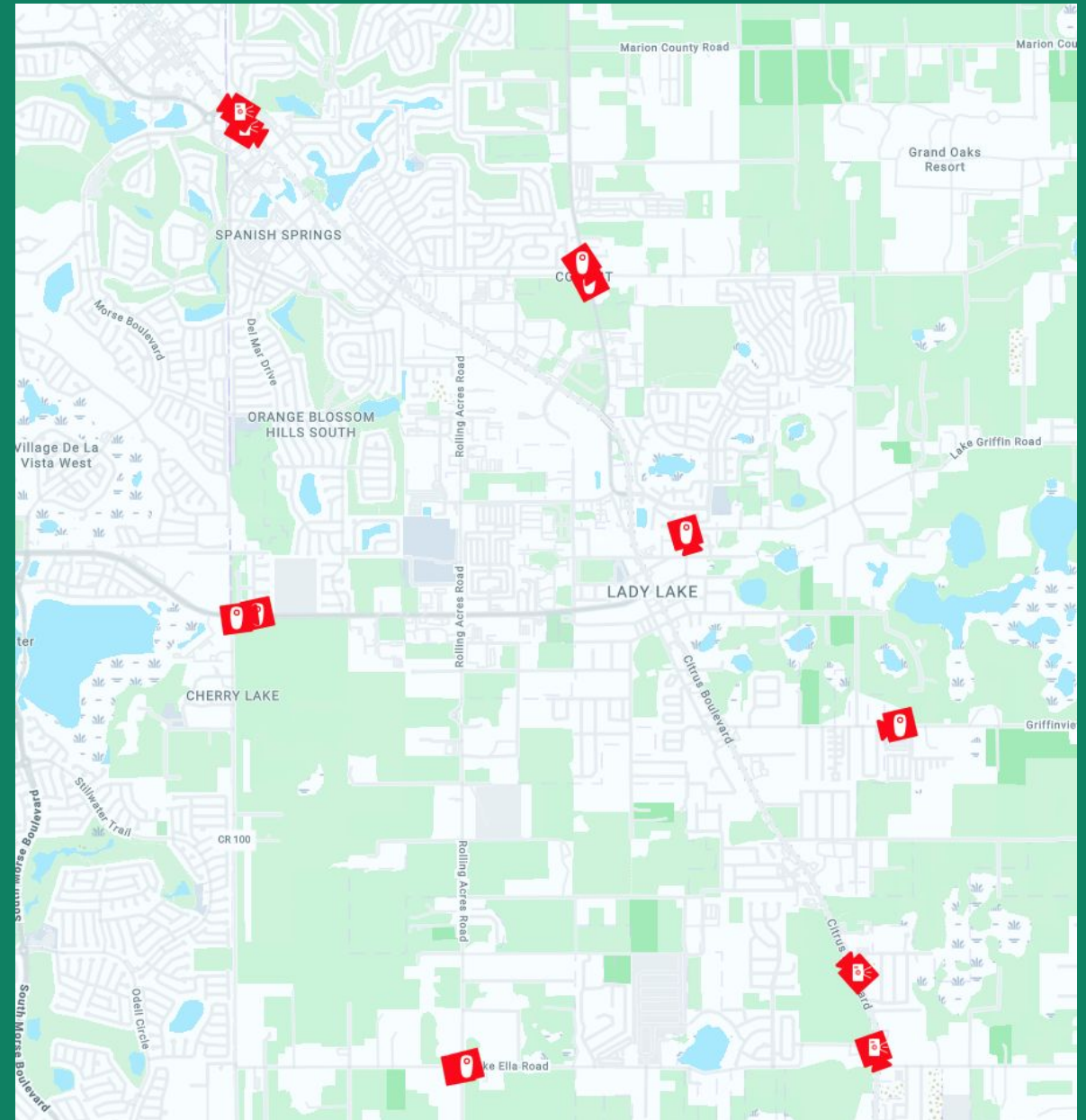
CHIEF THOMPSON | Elizabethtown PD (KY)



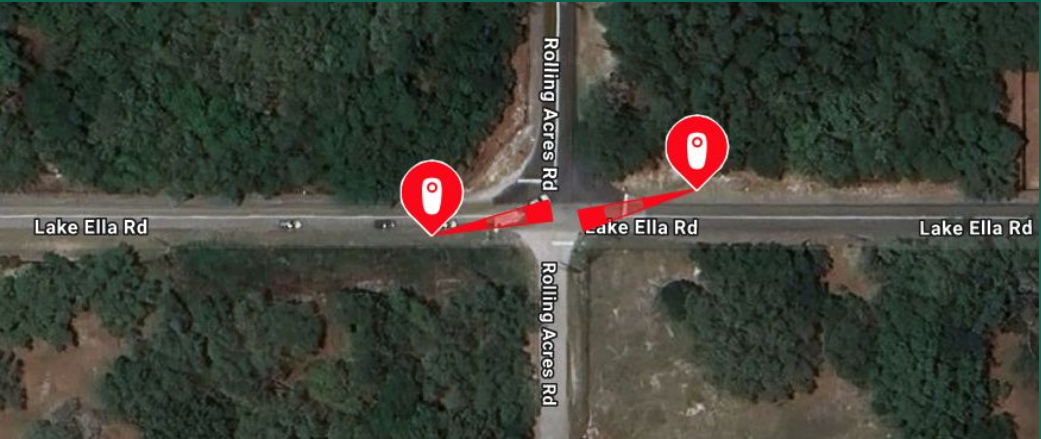
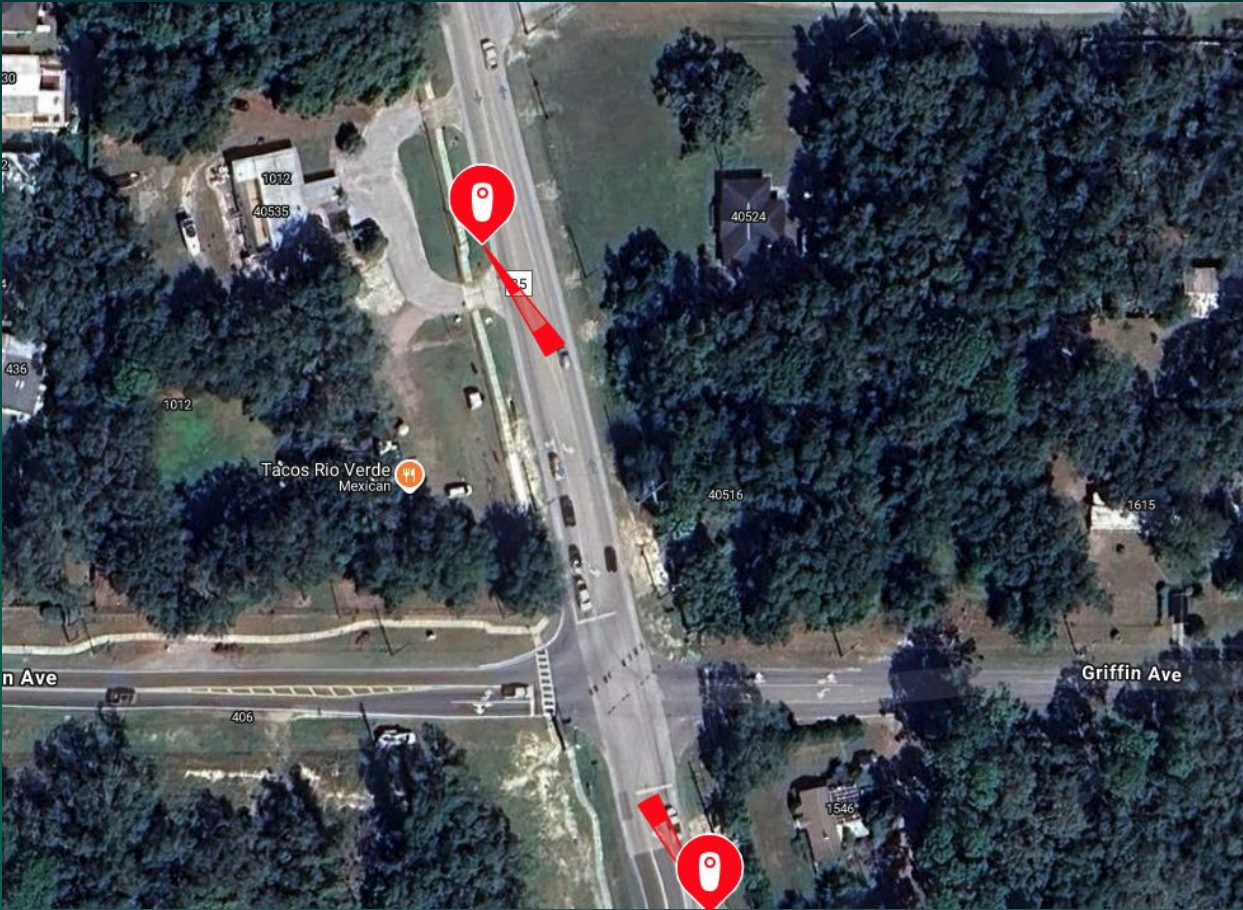


## Perimeter Strategy:

- Strategically located the major roads and intersections with entry points in the city.
- Place LPRs at the entry and exit spots for these main arteries.
- This will allow the department to proactively know when an unwanted person enters the city and allow the detectives to use the technology after a crime occurs to accurately and quickly solve the case.



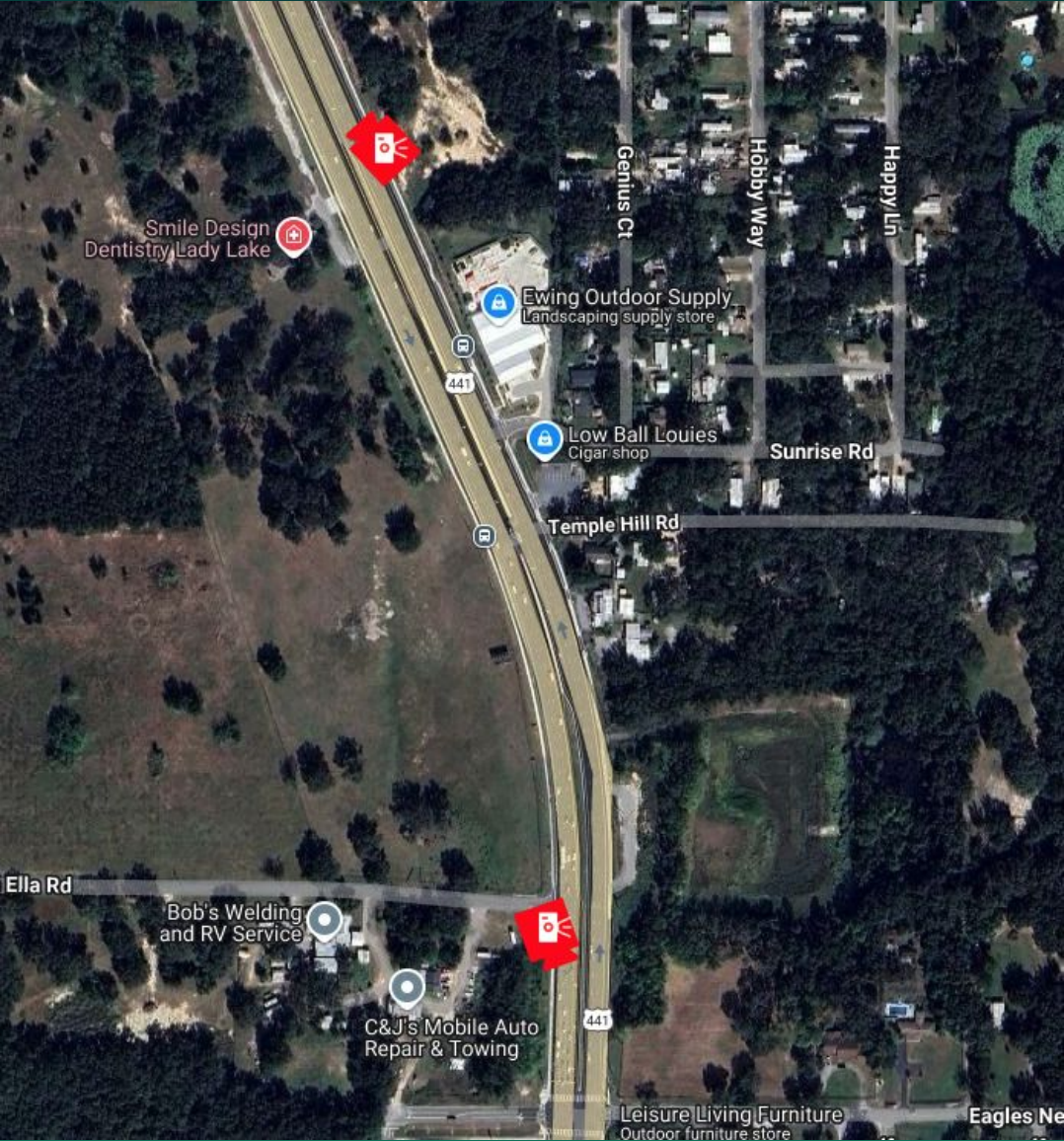




|       |                       |             |                              |         |                                  |
|-------|-----------------------|-------------|------------------------------|---------|----------------------------------|
| Plate | TX LBK2482            | List Name   | Stolen Vehicles              | Camera  | North Lot - Outbound Camera      |
| Date  | 3/25/2025, 1:25:40 PM | Case Number | Case241118                   | Network | Scottsdale AZ - Demo LPR Cameras |
|       | 1 day ago             | Reason      | Stolen Vehicle Person Wanted |         |                                  |



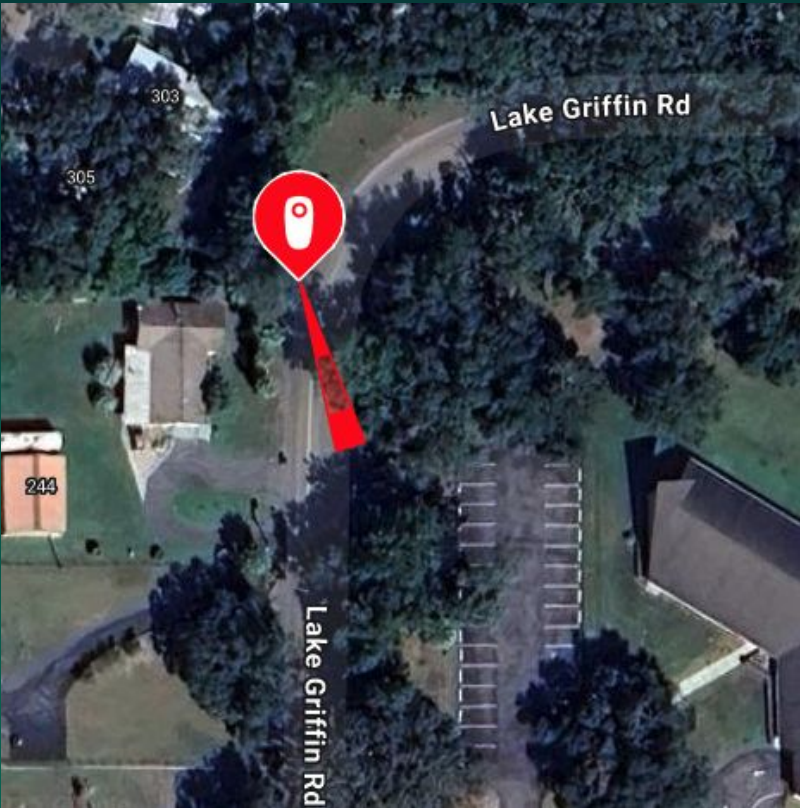
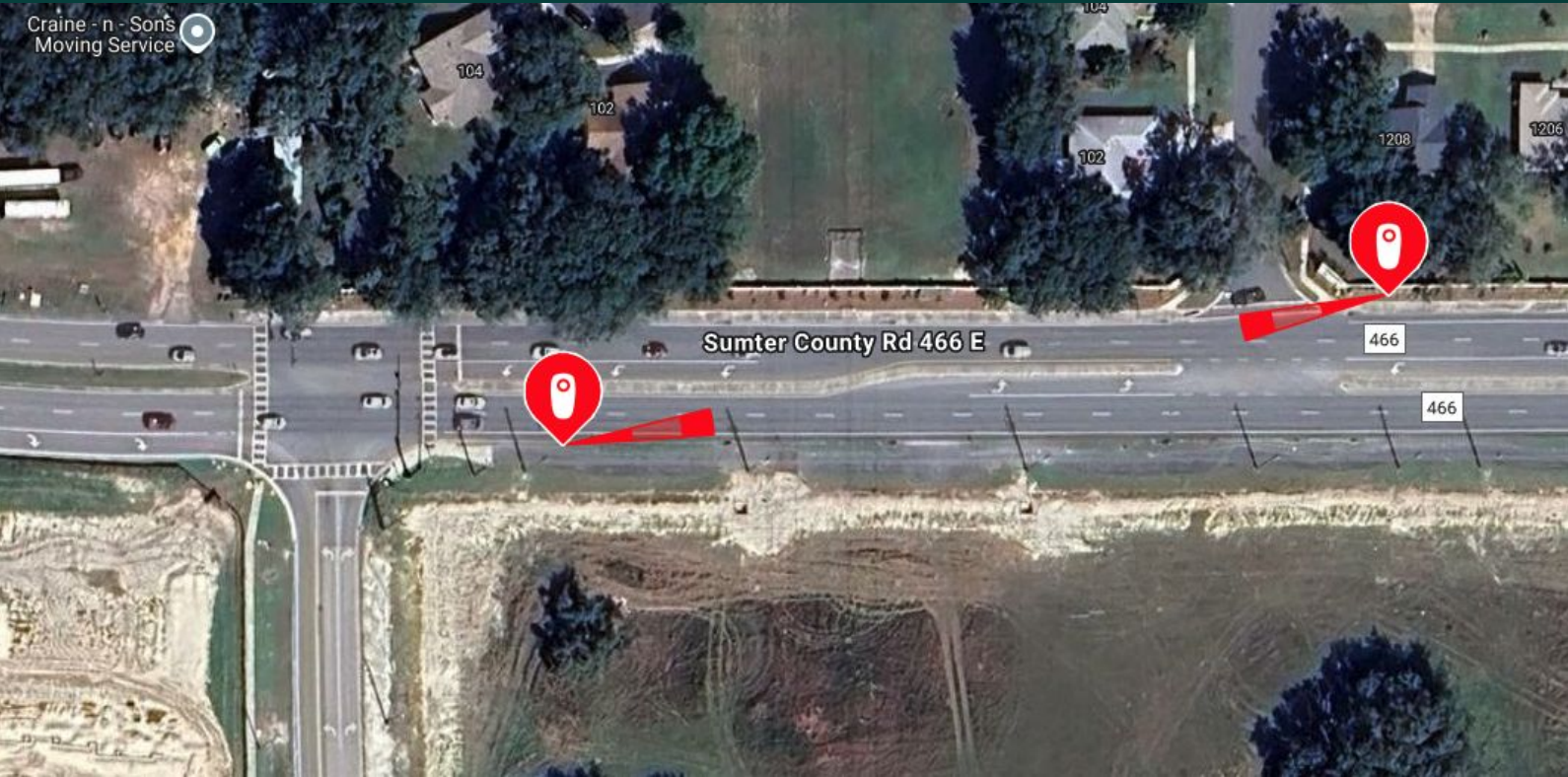




|       |                       |             |                              |         |                                  |
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|       |                       |             |                              |         |                                  |
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|       | 1 day ago             | Reason      | Stolen Vehicle Person Wanted |         |                                  |



# Project Prove It

What is it?

30-60 day trial of the Flock technology at no cost. If at the end of the agreed upon time, you want devices removed...Flock will remove them.

Goal to uncover?

- # Stolen vehicles recovered
- # cases Flock aided in or helped clear
- General documented success with Flock (ex: leads created, specific crime solved stories)
- Stolen vehicle recovery \$ amount (ex: 5 vehicles recovered resulting in \$120,000 recovery)
- Adoption metrics (X% patrol users or detectives using the system)
- Examples where Flock aided in Officer Safety by providing situational awareness





# Track Success

## Outcomes

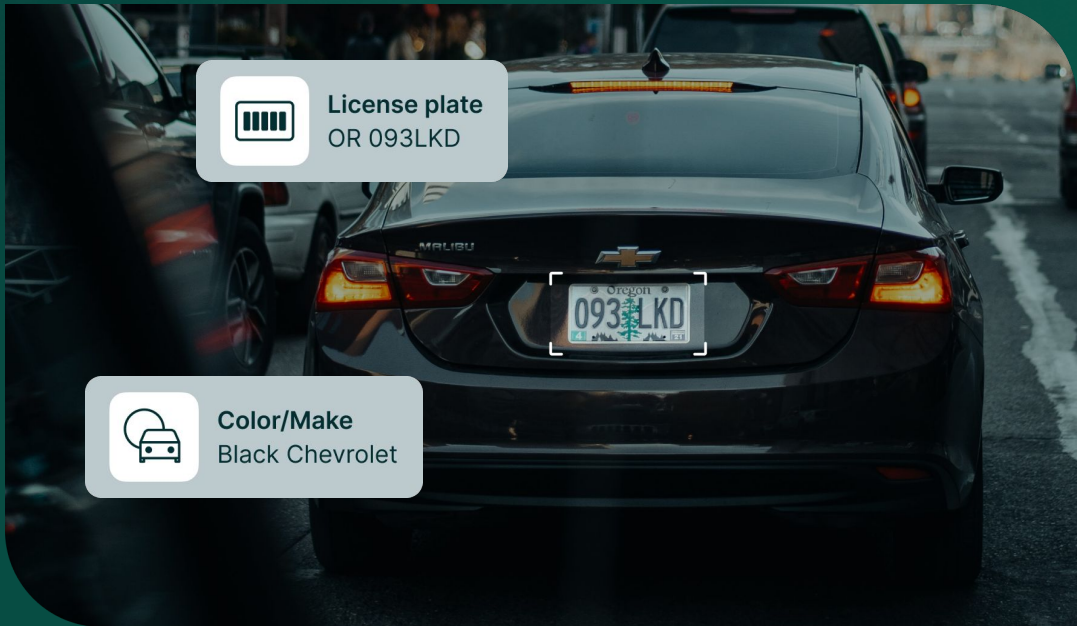
Track and manage incident data for your organization.

| Status      | Assigned to | Case Number | Device Name                 | Category | Disposition       | Activity                                           | Arrests | Approx. Value | Vehicles Recovered | Guns | Drugs    |
|-------------|-------------|-------------|-----------------------------|----------|-------------------|----------------------------------------------------|---------|---------------|--------------------|------|----------|
| In Progress | AA-D        | Case123456  | North Lot - Outbound Ca...  |          | Cleared by Arrest |                                                    | 1       | \$5000        | 1                  |      |          |
|             |             | fdgfd       | North Lot - Outbound Ca...  |          | Lead Generated    | Arson, Curfew And Loitering Law Violations, Dri... | 3       |               |                    |      |          |
|             |             | 123         | North Lot - Outbound Ca...  |          | Cleared by Arrest | Motor Vehicle Theft                                | 1       | \$2000        | 1                  |      |          |
|             | mb          | 123         | Commercial Demo Falco...    |          | Lead Generated    | Burglary                                           | 1       |               |                    |      |          |
|             |             |             | 031 CA @ H19                |          | Lead Generated    |                                                    |         |               |                    |      |          |
| In Progress | JH          | 123ABC      | School Safety Alert Dem...  |          | Unable to locate  | Aggravated Assault, Arson                          | 2       | \$5000        | 1                  | 1    | 26 grams |
| In Progress | DM          | 0000        | North Lot - Outbound Ca...  | Incident | Cleared by Arrest | Arson                                              | 3       |               |                    |      |          |
| In Progress | sj          |             | North Lot - Outbound Ca...  |          | Unable to locate  |                                                    |         |               |                    |      |          |
|             |             | 1234        | #02 - Saltbox Entrance -... |          | Cleared by Arrest | Disorderly Conduct, Murder And Non-Negligen...     | 1       |               | 1                  |      | 1        |
|             | GC-D        | Ca-12345678 | Commercial Demo Falco...    |          | Cleared by Arrest | Arson                                              |         |               |                    |      |          |

flock safety

# With Flock Safety, you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



## INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



## 24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



## REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



## ETHICALLY BUILT

- No people
- No facial recognition
- No speed tracking
- Indiscriminate evidence

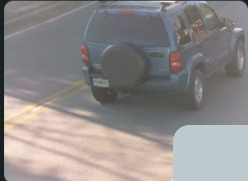
flock safety

# Proactive policing with real-time alerts

Your police officers can receive SMS, email, and in-app alerts when vehicles entered into the FBI's NCIC, NCMEC (Amber Alerts), or custom Hot Lists pass by a Flock Safety camera in your community.

### Catalytic Converter Theft

|       |                              |             |                           |          |                           |        |              |
|-------|------------------------------|-------------|---------------------------|----------|---------------------------|--------|--------------|
| Plate | PKH8083                      | Source      | Flock Hot List            | Topic    | Catalytic Converter Theft | Camera | Flock Camera |
| Date  | 1/1/2023, 10:00:00 1 min ago | Description | SUV, BLUE, JEEP, TOP RACK | Networks | NCIC                      |        |              |

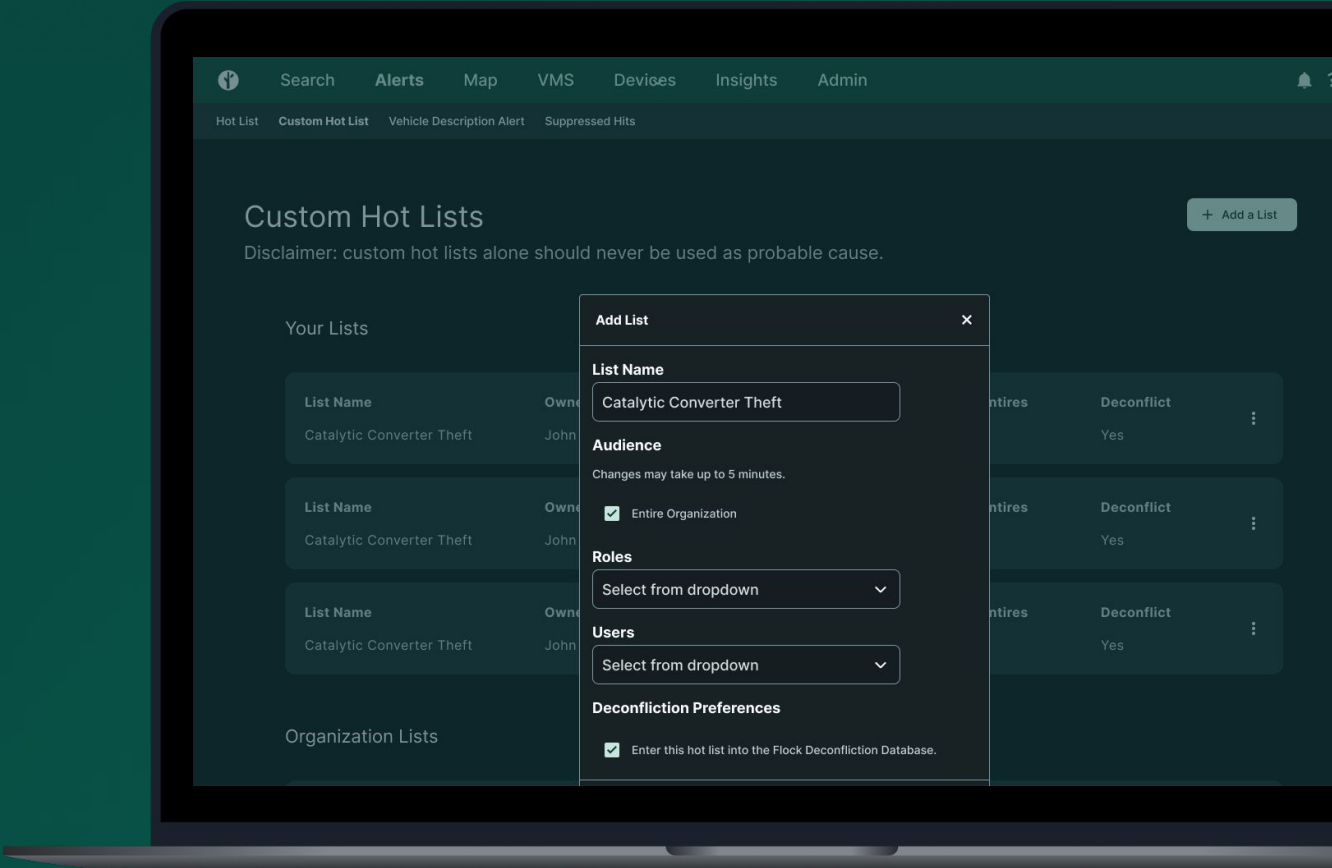




**Catalytic Converter Theft Hot List Alert**

Blue SUV @FlockCamera  
1/1/2023 @ 10:00:00 (1min ago)

Flock Camera  
Flock network



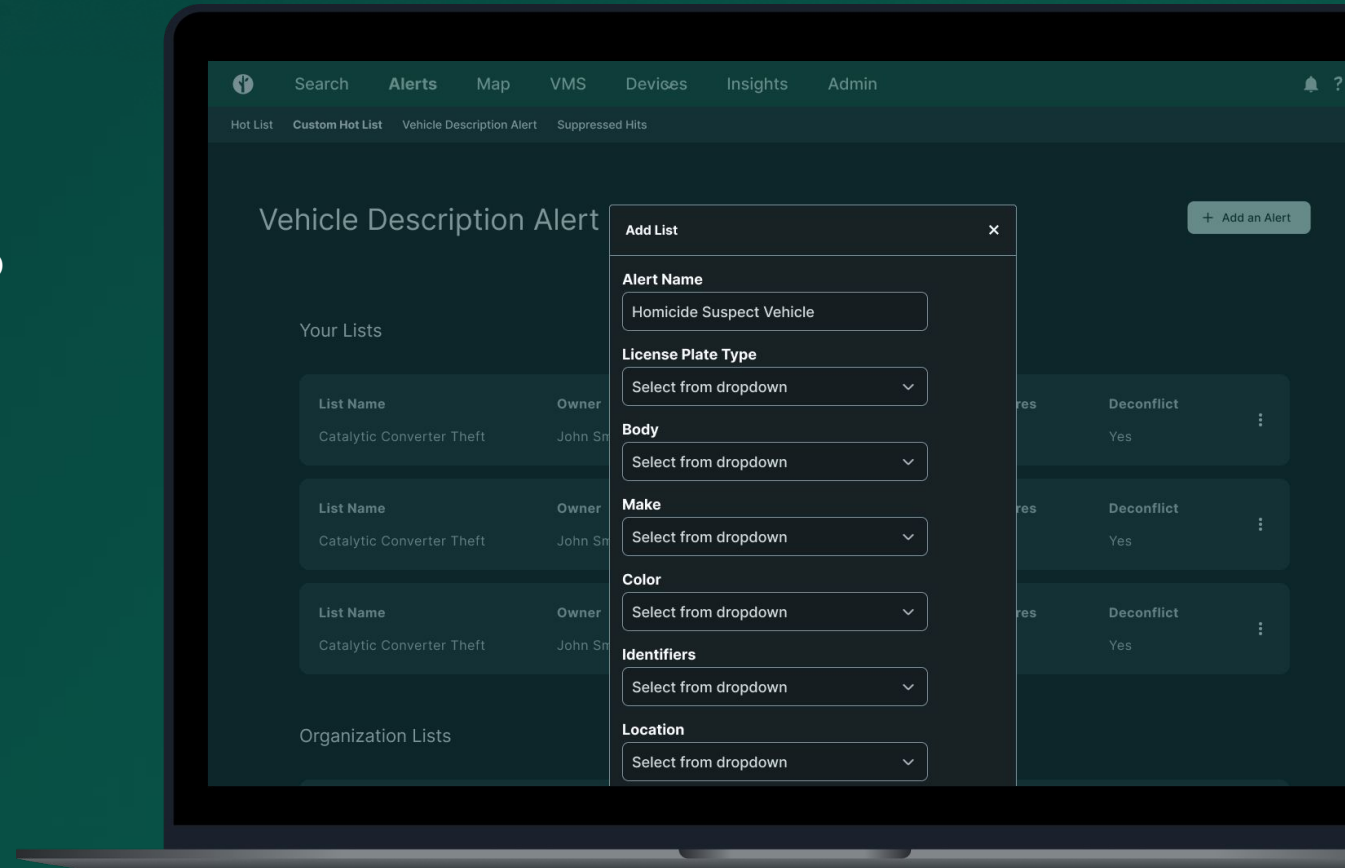
flock safety

# What Vehicle Fingerprint® technology identifies

Flock's machine learning technology allows officers to search vehicles based on unique vehicle criteria, time, and location — objective, investigative evidence.

## INCLUDING

- Vehicle make
- Body type
- Color
- Back racks
- Top racks
- License plates
  - Temporary tags
  - State recognition



flock safety

## What this is:

- License Plate Recognition (LPR)
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

## What this is not:

- Not facial recognition
- Not collection of biometric or sensitive information
- Not used for tracking speed or parking violations
- Data automatically deletes every 30 days

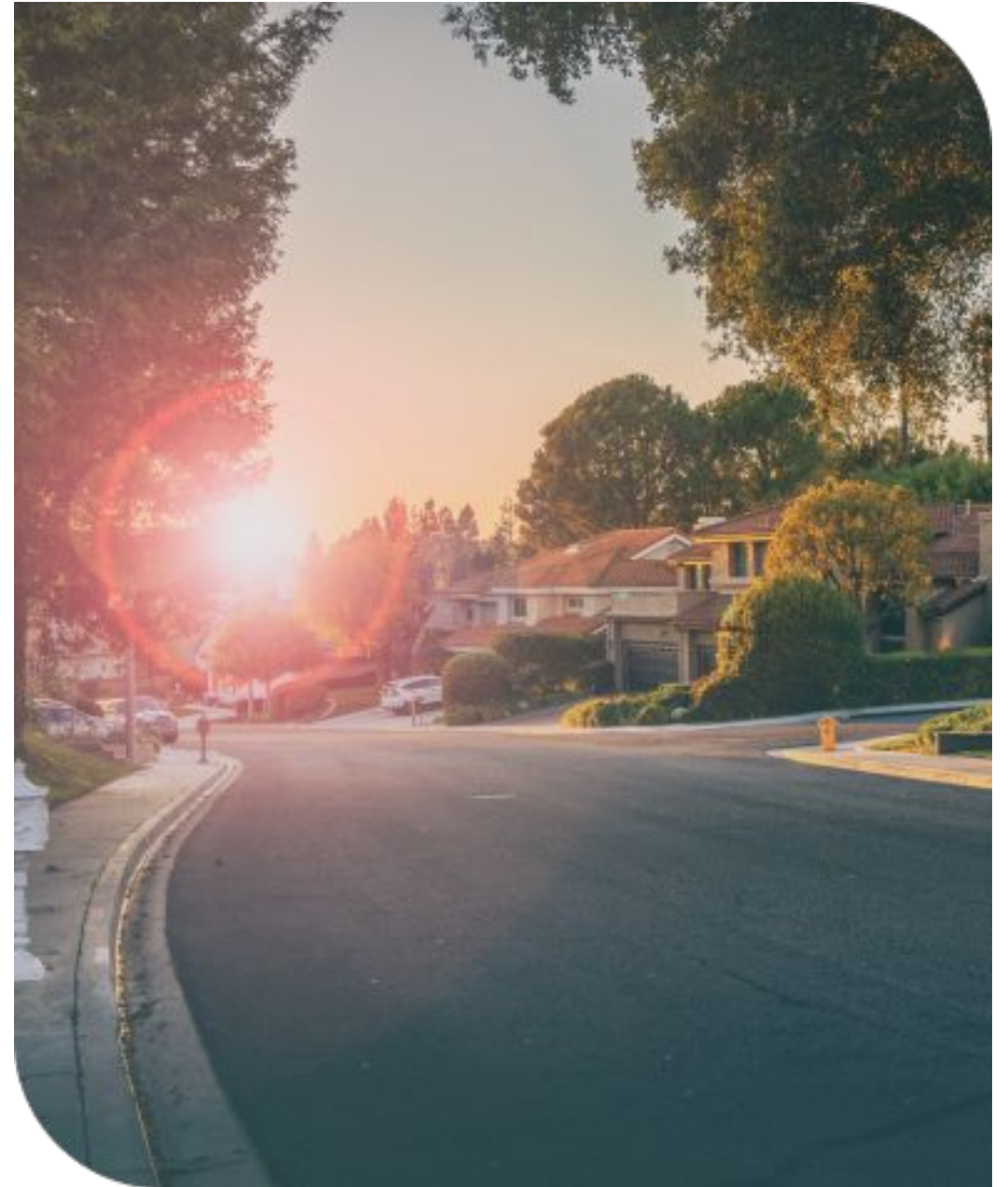


# How does this technology deter and eliminate crime?

- **Proactive:** Real-Time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance rates increase, overall crime often decreases
- Flock cameras serve as a **deterrent**

---

flock safety





# TOWN COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

**Public Works Department** - Discussion/Direction on a proposed agreement from Florida Department of Transportation (FDOT) for Maintenance Services Along US27/441 Corridor in Lady Lake (C.T. Eagle)

### AGENDA ITEM ID

2025-789

### DEPARTMENT

Public Works

### SUMMARY

FDOT has contacted the Town to propose a new MOA (Memorandum of Agreement) for the maintenance of the US 27/441 corridor. The Town did have an agreement in place for many years with FDOT which included mowing, edging, blowing, and weed control for the segment between Lake Ella Rd and Griffin Ave. FDOT terminated the agreement with the Town when the recent road widening project started in or around 2020 when they again took over maintenance activities. The proposed agreement includes the payment of \$85,913 annually to the Town for the requested services. The corridor is approximately 4.26 miles of 6 laned roadway, with sidewalks on the entire length of the corridor on both sides. The previous configuration was 4 lanes with only portions of sidewalks on the north end of town. The required time and labor for the requested services have increased due to the handwork needed for edging, blowing, and weed control on the new sidewalks and curbing. The average vehicular speed has increased significantly with the new lane configurations, and the work zone widths have decreased, which causes some work safety concerns for the staff. This will require a stronger MOT (Maintenance of Traffic) presence with assistance from the Police Department, while work is being done. The Town does have options. The levels of service and costs to the Town vary significantly with the options.

1. Option one – the Town does not enter into an agreement with FDOT, FDOT retains maintenance responsibility, no cost to the Town, lowest level of service, potential resident concerns on upkeep will be received.
2. Option two – the Town enters into the agreement with FDOT and then contracts out the work to a third party, the Town pays the difference in costs, better level of service, other municipalities (i.e. Leesburg, Tavares, Clermont, etc..) have this in place for safety, staffing, and costs for the level of service concerns.
3. Option three – the Town enters into the agreement with FDOT and performs the work in-house as we did in the past. The Town absorbs the difference in what monies FDOT pays to the Town and the costs associated with the activities, this is the highest

level of service but comes with the highest price tag while the workers' safety and staffing concerns remain.

The agreement, along with the Town's options and the costs associated are attached to this agenda item for discussion and direction.

### **STAFF RECOMMENDATION**

Staff recommended motion will depend on outcome of discussion/direction from the Town Commission.

### **FISCAL IMPACT**

TBD

### **FUNDING SOURCE**

N/A

RCI Unit Cost

FY 25.26  
1.22.24

RCIX FY 23/24  
2.3.22

| Activity Number | Description                 | Unit Of Measure | Annual RCI Workload Units | Annual MRP 80 Workload Units | Salaries & Benefits Unit Cost | Equipment Unit Cost | Materials Unit Cost | Salaries & Benefits Annual Needs | Equipment Annual Needs | Materials Annual Needs | Adjusted Annual Needs | Original RCI Annual Need | Difference |
|-----------------|-----------------------------|-----------------|---------------------------|------------------------------|-------------------------------|---------------------|---------------------|----------------------------------|------------------------|------------------------|-----------------------|--------------------------|------------|
| 471             | Large Machine Mowing        | Acres           | 454                       | 454                          | \$8.64                        | \$9.07              | \$0.00              | \$3,922.56                       | \$4,117.78             | \$0.00                 | \$8,040.34            | \$8,040.34               | \$0.00     |
| 482             | Slope Mowing                | Acres           | 57                        | 43                           | \$26.33                       | \$50.12             | \$0.00              | \$1,125.61                       | \$2,142.63             | \$0.00                 | \$3,268.24            | \$3,268.24               | \$0.00     |
| 485             | Small Machine Mowing        | Acres           | 404                       | 242                          | \$42.66                       | \$15.02             | \$0.00              | \$10,340.78                      | \$3,640.85             | \$0.00                 | \$13,981.63           | \$13,981.63              | \$0.00     |
| 492             | Tree Trimming and Removal   | Manhours        | 680                       | 680                          | \$28.50                       | \$35.11             | \$0.00              | \$19,380.00                      | \$23,874.80            | \$0.00                 | \$43,254.80           | \$43,254.80              | \$0.00     |
| 541             | Roadside Litter Removal     | Acres           | 2,031                     | 1,066                        | \$7.64                        | \$0.99              | \$0.29              | \$8,146.34                       | \$1,055.61             | \$309.22               | \$9,511.17            | \$9,511.17               | \$0.00     |
| 545             | Edging and Sweeping         | Edge Miles      | 83                        | 44                           | \$53.66                       | \$32.77             | \$0.00              | \$2,338.23                       | \$1,427.95             | \$0.00                 | \$3,766.19            | \$3,766.19               | \$0.00     |
| Sub Total       |                             |                 |                           |                              |                               |                     |                     | \$45,253.53                      | \$36,259.62            | \$309.22               | \$81,822.37           | \$81,822.37              | \$0.00     |
| 995             | Maintenance Support Service | Manhours        |                           |                              |                               |                     |                     | \$2,262.68                       | \$1,812.98             | \$15.46                | \$4,091.12            | \$4,091.12               | \$0.00     |
| TOTAL           |                             |                 |                           |                              |                               |                     |                     | \$47,516.20                      | \$38,072.60            | \$324.68               | \$85,913.49           | \$85,913                 | \$0.00     |

ADJUSTED

ORIGINAL

DIFFERENCE

quarterly

\$21,478

3 YEARS =

\$257,736.00

FDOT US 27/441 Corridor MOA Cost Comparison

| Activity                              | FDOT Paying to Town | Cost-Contractor(Brightview)    | Cost-In House Town Staff and Equipment |
|---------------------------------------|---------------------|--------------------------------|----------------------------------------|
| Mowing (roadside and retention ponds) | \$25,290            | \$120,000                      | \$207,092                              |
| Tree Trimming                         | \$43,255            | \$7,150                        | \$18,088                               |
| Edging and Blowing                    | \$3,766             | included                       | included                               |
| Litter Removal                        | \$9,511             | only prior to mowing- included | \$30,660                               |
| MOT (Maintenace of Traffic)           | \$4,091             | included                       | \$33,408                               |
| Totals                                | \$85,913            | \$127,150                      | \$289,248                              |
| Town's Portion                        | \$0                 | \$41,237                       | \$203,335                              |

Option #1 - The Town does NOT enter into an agreement with FDOT. FDOT retains responsibility for maintenance of the corridor.

Pro's - No cost to the Town.

Con's - Lowest level of service. Potential resident concerns for upkeep.

Option #2 - The Town enters into an agreement with FDOT, then contracts out the work for a contractor to perform, such as Brightview.

Pro's - Higher level of service. Less potential resident concerns for upkeep.

No in-house staffing issues,equipment costs, or safety concerns. Other municipalities utilize contractors in lieu of in-house staff for these same concerns.

No budget adjustment needed. Two unfilled street department positions can be utilized to fund the Town's portion of this option.

Con's - Untested performance by contractors which may require more oversight.

The Town funds the additional costs for the higher level of service.

Option #3 - The Town enters into an agreement with FDOT and performs the maintenance activities utilizing in-house staff and equipment.

Pro's - Highest level of service. Minimal resident concerns for upkeep.

No contractor oversight issues.

Con's - In house staffing issues. We have been struggling to fill vacant positions with qualified, experienced staff.

Adding additional significant workload may affect levels of service in other areas of the Town.

Staff safety concerns. The current 6 lane configuration of the corridor has increased staff safety concerns due to higher speeds and limited room to work.

A higher level of MOT(Maintenance of Traffic) will be required due to the safety concerns. Police presence will add to costs and tie up resources.

May require additional staffing to keep up with growth and current workload which, as stated above, staffing has been challenging to say the least.

This option comes with the highest price tag due to the highest level of service, costs will be absorbed within the current Public Works budget.



**In House Mowing Costs**

4 Days to Complete per Mowing Cycle

| Staff used:                                    | Labor Cost (hr) | Equipment Cost (hr) |
|------------------------------------------------|-----------------|---------------------|
| PW Lead Operator                               | \$53            |                     |
| PW Operator II (2 staff)                       | \$32            |                     |
| PW Opeartor I                                  | \$26            |                     |
| Equipment used:                                |                 |                     |
| Grasshopper Mower (4)                          |                 | \$10                |
| Stihl Edgers (4)                               |                 | \$2                 |
| Stihl Weed Trimmers (4)                        |                 | \$2                 |
| Stihl Blowers (4)                              |                 | \$2                 |
| Crew Truck                                     |                 | \$30                |
| Mower Trailer                                  |                 | \$3                 |
| Sub-total Cost per hour                        | \$111           | \$97                |
| <b>Total Cost Labor and Equipment per hour</b> |                 | <b>\$208</b>        |

Labor includes 32% benefits

4 Days X 10 hours per day - 40 hours

**Total Labor and Equipment Cost per Mowing Cycle** **\$8,315**

Average 18 Mowing Cycles per Year

|                                                  |                  |
|--------------------------------------------------|------------------|
| <b>Estimated Yearly Cost Labor and Equipment</b> | <b>\$149,674</b> |
| 25% Administrative Fee                           | \$37,418         |
| Annual Capital and Maintenance Costs             | \$20,000         |
| <b>Mowing Total Estimated Yearly Costs</b>       | <b>\$207,092</b> |

**In House Litter Removal Costs**

| Staff used:                                    | Labor Cost (hr) | Equipment Cost (hr) |
|------------------------------------------------|-----------------|---------------------|
| PW Operator II                                 | \$32            |                     |
| Equipment used:                                |                 |                     |
| UTV - Gator 4X4                                |                 | \$10                |
| <b>Total Cost Labor and Equipment per Hour</b> |                 | <b>\$42</b>         |

2 Hours per day - 365 Days per Year

|                                              |                 |
|----------------------------------------------|-----------------|
| <b>Total Litter Removal Costs - In House</b> | <b>\$30,660</b> |
|----------------------------------------------|-----------------|

**In House Tree Trimming Estimated Costs**

| Staff used:                                    | Labor Cost (hr) | Equipment Cost (hr) |
|------------------------------------------------|-----------------|---------------------|
| PW Lead Operator                               | \$53            |                     |
| PW Operator II                                 | \$32            |                     |
| PW Opeartor I                                  | \$26            |                     |
| Equipment used:                                |                 |                     |
| Boom Truck                                     |                 | \$70                |
| Sub-total Cost per hour                        | \$111           | \$70                |
| <b>Total Cost Labor and Equipment per hour</b> |                 | <b>\$181</b>        |

Estimated 80 hours per year

25% Administrative Fee \$3,618

|                                                    |                 |
|----------------------------------------------------|-----------------|
| <b>Estimated Total Cost Tree Trimming per Year</b> | <b>\$18,088</b> |
|----------------------------------------------------|-----------------|

**In House MOT Costs (Police Vehicle Support)**

| Staff used:                                    | Labor Cost (hr) | Equipment Cost (hr) |
|------------------------------------------------|-----------------|---------------------|
| Police Officer                                 | \$86            |                     |
| Equipment used:                                |                 |                     |
| Marked Patrol Car with Lights                  |                 | \$30                |
| <b>Total Cost Labor and Equipment per Hour</b> |                 | <b>\$116</b>        |

16 Hours per Mowing Cycle - 18 Cycles per Year

|                                   |                 |
|-----------------------------------|-----------------|
| <b>Total MOT Costs - In House</b> | <b>\$33,408</b> |
|-----------------------------------|-----------------|



641 SW 13<sup>th</sup> Street Ocala, FL 34471  
Phone : 352 - 283 - 4683  
Email: [Melissa.Boyet t@BrightView.com](mailto:Melissa.Boyet@BrightView.com)

Custom Landscaping Services for

# The Town of Lady Lake ROW UPDATED



Prepared for:

The Town of Lady Lake Board of Commissioners

Proposal Issued: 09.17.2025

Proposal Valid to: 12.17..2025

Dear Town of Lady Lake City Commissioners,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for The Town of Lady Lake.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you and your residents and to exceed your expectations. There are a few key areas we have dedicated thought towards, they include:

- **Consistent Communication** – Our dedicated Account Manager will provide consistent communication to the board through our Quality Site Assessment Program.
- **Storm Cleanup Prioritization** - BrightView maintains to service all municipalities and hospitals prior to all other clients in the event of a major storm or hurricane. The Town of Lady Lake would be included in receiving priority tree work and debris clean -up.
- **Synergy with Irrigation, Chem, and Maintenance** –BrightView offers an all-in-one model for pest, weed, irrigation and fertilizer management resulting in ease of communication and quick service when needed.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees, residents, and visitors.

The Town of Lady Lake is an exceptional city, and it is understood that the quality of our landscape and the thoroughness of our plan are integral to ensuring that you keep all your residents happy. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

Sincerely,

*Melissa Boyett*

Melissa Boyett  
Business Developer



# The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



## Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

## DESIGN

Forward-thinking, constructible design that considers future operating costs.

*Landscape Architecture & Planning*  
*Design Build*  
*Program Management*

## DEVELOP

Seamless project delivery that meets your goals, on -time and on -budget.

*Planting*  
*Hardscaping*  
*Pools & Water Features*  
*Tree Growing & Moving*

## ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

*Enhancements*  
*Sustainability*  
*Water Management*

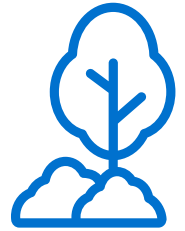
## MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

*Landscape & Tree Care*  
*Snow & Ice*  
*Exterior Maintenance*







# Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

## BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

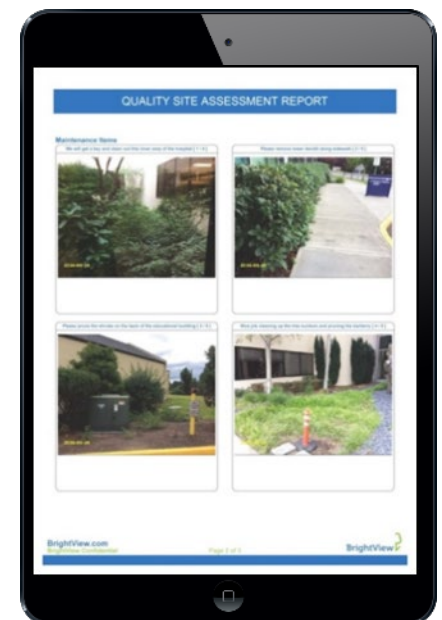
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

## Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





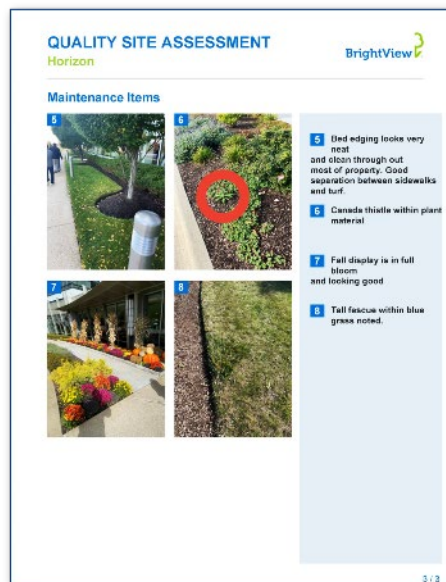


# Quality Site Assessments

Our Quality Site Assessment (QSA) is a proprietary tool developed to help capture the quality of service and current state of your landscaping. This allows us to share our findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency.

This report includes:

- '360 degree' site inspections, performed with designated site contact
- Landscape observation images with notes
- Updates on items already discussed in prior meetings
- Recommendations on possible enhancements to your landscape
- Opportunity for site contact to strategically discuss short- and long-term plan for the site
- Electronically tracks carry-over items from past QSAs
- Results can be electronically sent to other stakeholders



Our Quality Site Assessments (QSA) create an opportunity for you and your dedicated Account Manager to assess the state of your property together.



# Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



*We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.*

Laura Bishop  
Account Manager



## DEDICATED ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



## REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders

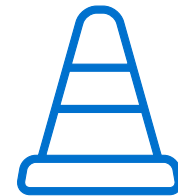


## CUSTOMER SATISFACTION SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations



# Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



## Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.

*At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves—it is woven into the fabric of our company.*

Juan Candelario  
Branch Safety Leader



## Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

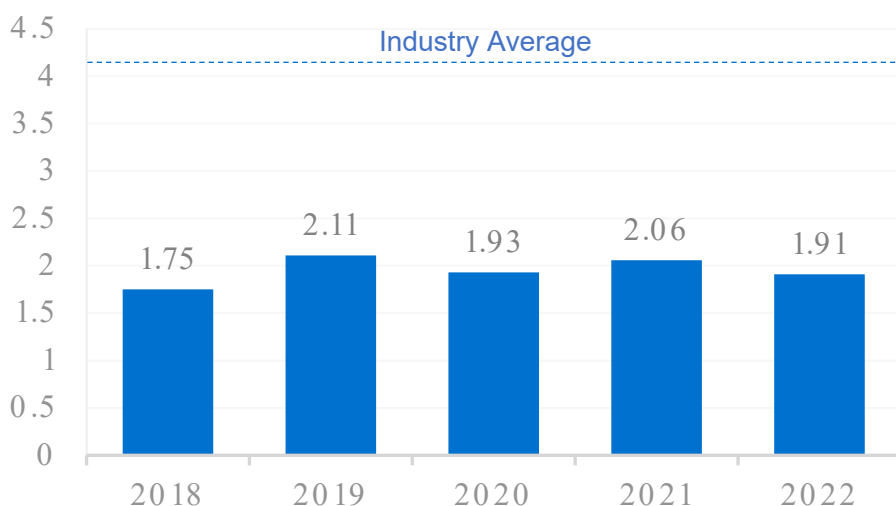


## Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

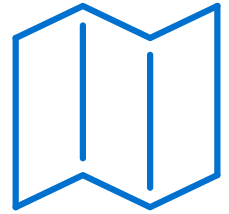
## OSHA Recordable Performance

Industry Average: 4.20



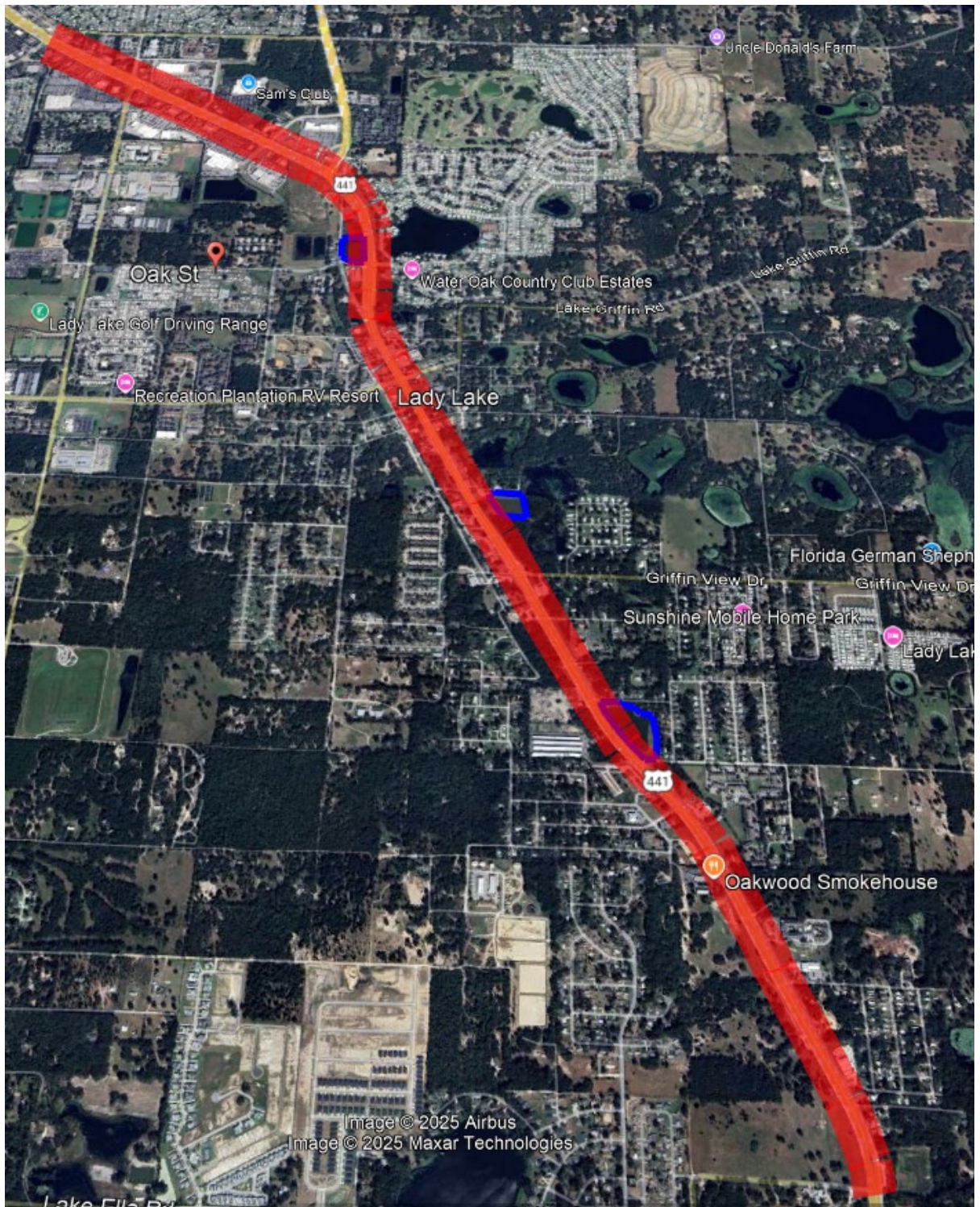
BrightView regularly performs better in safety than other landscape service providers.

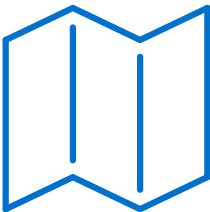




# Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.





# Landscape Site List

|                               |                              |
|-------------------------------|------------------------------|
| Town of Lady Lake ROW         |                              |
| Retention Ponds               |                              |
| Pond #1                       | Oak Street and 441           |
| Pond #2                       | East Lakeview Street and 441 |
| Pond #3                       | Orange Street and 441        |
| Right of Way on 441           |                              |
| Griffin Ave to Lake Ella Road |                              |
|                               |                              |





# Services Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

## The Town of Lady Lake ROW

| Scope of Work                                                 | Monthly            | Yearly               |
|---------------------------------------------------------------|--------------------|----------------------|
| <b>Landscape Maintenance x38 annually</b>                     | <b>\$10,000.00</b> | <b>\$120,000.00</b>  |
| Mowing                                                        |                    |                      |
| Edging                                                        |                    |                      |
| Line Trimming                                                 |                    |                      |
| Blowing, small debris pickup (during service day only )       |                    |                      |
| Crack Weed Control                                            |                    |                      |
| Keep vegetation from encroaching in walkway areas and trails  |                    |                      |
| <b>Tree Trim</b>                                              | <b>N/A</b>         | <b>N/A</b>           |
| Trimming available upon request for proposal                  |                    |                      |
| <b>Palm Pruning</b>                                           | <b>N/A</b>         | <b>N/A</b>           |
| Trimming available upon request for proposal.                 |                    |                      |
| <b>Irrigation Maintenance (Not included in this contract)</b> | <b>N/A</b>         | <b>N/A</b>           |
| Monthly Inspection of Sprinkler Controller                    |                    |                      |
| Check and adjust all pop-up and shrub sprinklers              |                    |                      |
| Check and adjust all rotor sprinklers                         |                    |                      |
| Irrigation Reports                                            |                    |                      |
| <b>Total Price</b>                                            | <b>\$10,000.00</b> | <b>\$120,000.000</b> |

\*Additional Portering will be charged at \$550 per occurrence as needed or \$18,000 for the year for an additional day of trash clean-up each service week (38 total).

\* Tree care additional service with option to add in contract \$7,150.



# Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

## PRE-SERVICE

- Branch planning meeting
- Identify and mitigate any safety hazards
- Meet your Client Service Team
- Establish communication, reporting expectations & preferences
- Individual site planning

## 30 DAYS

- Initial site walk - through
- Week 1 Alignment Check
- Week 2 Alignment Check
- 30 Day Alignment Check
- Receive first invoice

## 60 DAYS

- Site walk of facility
- Receive Customer Satisfaction Survey
- Review survey responses with your Client Service Team
- Align and strengthen areas in need of improvement

## 90 DAYS

- Site walk of facility with your Client Service Team
- Review 90 Day Follow - up Partnership Transition Guide
- Check progress and/or completion of key site initiatives

## 180 DAYS

- Business Review: Client, Account Manager, Branch Manager
- Confirmation of team exceeding expectations, developing partnership
- Review/Update Client Partnership Plan for following season



*It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.*

Travis Medlin  
Branch Manager



Thank you for the  
opportunity to  
present our  
landscape solution.

Should you have any questions, please  
don't hesitate to reach out.

---

Melissa Boyett, Business Developer  
[Melissa.Boyett@BrightView.com](mailto:Melissa.Boyett@BrightView.com)  
352.283.4683



## 2025 Client Partnership Plan

|                  |                     |                        |                                                                    |               |                                                                                    |
|------------------|---------------------|------------------------|--------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------|
| SITE NAME:       | Town of Lady Lake   | CONTRACT START DATE:   | 3/1/2025                                                           | SUBMITTED BY: | Caroline Parker                                                                    |
| JOB NUMBER:      |                     | CONTRACT END DATE:     | 2/29/2028                                                          | PHONE #:      | 352-283-4683                                                                       |
| SITE ADDRESS     | 136 Skyline Drive   | BUDGET DUE DATE:       |                                                                    | EMAIL:        | <a href="mailto:caroline.parker@brightview.com">caroline.parker@brightview.com</a> |
|                  | Lady Lake, FL 32159 | PURCHASE ORDER NUMBER: |                                                                    |               |                                                                                    |
| BILLING ADDRESS: |                     | PHONE #:               | 352-636-2229                                                       |               |                                                                                    |
|                  |                     | Email:                 | <a href="mailto:twilliams@ladylake.org">twilliams@ladylake.org</a> |               |                                                                                    |
| CONTACT PERSON:  | Ted Williams        |                        |                                                                    |               |                                                                                    |

| SERVICE ITEMS:                               | JAN          | FEB          | MAR          | APR          | MAY          | JUN          | JUL          | AUG          | SEP          | OCT          | NOV          | DEC          |                 |
|----------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| LANDSCAPE CONTRACT                           | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 120,000.00   |
| Number of Visits<br>(Wednesday and Thursday) | 2            | 2            | 3            | 4            | 4            | 5            | 5            | 4            | 3            | 2            | 2            | 2            | Page 117 of 129 |

FLORIDA DEPARTMENT OF TRANSPORTATION  
**HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

REV. 07/21/2021

**CONTRACT NO.: AT394**

**FINANCIAL PROJECT NO.: 417199-1-78-03**

This AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and Town of Lady Lake, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

**RECITALS**

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE**, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

**PROVISIONS**

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
  - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.



- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
  - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

## **TERM**

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

*F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.*

## **COMPENSATION**

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$20,620.50 per quarter, equating to \$82,482.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Ellen Wheeler. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
  - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

### **CONDITIONS FOR TERMINATION**

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
  - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
  - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
  - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

## **NOTICES AND POINTS OF CONTACT**

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

**Title: Maintenance Manager-Contracts & Permits**

Name: Ellen Wheeler

Address: 1405 Thomas St. Leesburg, FL

Telephone: 352-326-7742

Email: ellen.wheeler@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

**Title: Director of Public Works**

Name: C.T. Eagle Sr.

Address: 136 Skyline Drive Lady Lake, FL 32159

Telephone: 352-751-1526

Email: cteagle@ladylake.org

## **ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS**

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
  - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
  - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
  - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
  - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
  - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event



that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

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

*The remainder of this page is intentionally left blank*

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**EXECUTION**

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

**LOCAL GOVERNMENT:**

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

\_\_\_\_\_  
Printed Name & Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Legal Approval: \_\_\_\_\_

**DEPARTMENT:**

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

Ron Meade, P.E. District Maintenance Engineer\_\_\_\_\_

Printed Name & Title

Attest: \_\_\_\_\_

Victor A. LoPiccolo, Maintenance Project Manager\_\_\_\_\_

Printed Name & Title

Legal Approval: \_\_\_\_\_

**EXHIBIT A**

**Resolution, following on next page.**

## **EXHIBIT B**

### **PROJECT LIMITS:**

| <b><u>SECTION</u></b> | <b><u>S.R.</u></b> | <b><u>LOCATION</u></b>                                                                   | <b><u>LENGTH</u></b> |
|-----------------------|--------------------|------------------------------------------------------------------------------------------|----------------------|
| 11040-0000            | 25/27              | Lake Ella Road to County Road 25<br>MP 9.026 to MP 11.557                                | 2.531                |
| 11230-0000            | 25/27              | County Road 25 to Griffin Avenue<br>MP 0.000 to 2.738                                    | 2.738                |
|                       |                    | FDOT Ponds are also included within this section 11040 as part of the FDOT R/W<br>Limits |                      |

## EXHIBIT C

### MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

| <u>INC.</u>                         | <u>ACTIVITY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 433             | <b>Sodding:</b> Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.                                                                                                                                                                           |
| <input type="checkbox"/>            | 435             | <b>Seeding, Fertilizing and Mulching:</b> Seeding, fertilizing, and mulching of the roadside.                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>            | 436             | <b>Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):</b> Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.                                                                                                      |
| <input type="checkbox"/>            | 451             | <b>Clean Drainage Structures:</b> Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.                                                                                                                                                                         |
| <input type="checkbox"/>            | 459             | <b>Concrete Sidewalk Repair:</b> Repair or replacement of existing sections of concrete sidewalk.                                                                                                                                                                                                                                                                    |
| <input type="checkbox"/>            | 461             | <b>Roadside Ditches – Clean and Reshape:</b> Cleaning and reshaping of ditches other than outfalls.                                                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | 471             | <b>Large Machine Mowing:</b> Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.                                                                                                                                                                                         |
| <input type="checkbox"/>            | 482             | <b>Slope Mowing:</b> Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | 485             | <b>Small Machine Mowing:</b> Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.                                                                                                                                                                                                                                         |
| <input type="checkbox"/>            | 487             | <b>Manual Weed Control:</b> Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.                                                                                                                                                                                                                                                |
| <input type="checkbox"/>            | 490             | <b>Fertilizing:</b> Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.                                                                                                                                                                                                                                                 |
| <input checked="" type="checkbox"/> | 492             | <b>Tree Trimming &amp; Removal:</b> The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.                                                                        |
| <input type="checkbox"/>            | 493             | <b>Landscaped Area Maintenance:</b> All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.                                                                                                                                                                                  |
| <input type="checkbox"/>            | 494             | <b>Chemical Grass and Weed Control:</b> The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas. |



|                                     |     |                                                                                                                                                                                                                                                     |
|-------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 498 | <b>Storm Water Management:</b> To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.  |
| <input type="checkbox"/>            | 527 | <b>Fence Repair:</b> To provide highway safety and deter unauthorized and unrestrained access to highway facilities.                                                                                                                                |
| <input checked="" type="checkbox"/> | 541 | <b>Roadside Litter Removal:</b> Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| <input type="checkbox"/>            | 542 | <b>Road Sweeping (Manual):</b> To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.                                                             |
| <input type="checkbox"/>            | 543 | <b>Road Sweeping (mechanical):</b> Machine sweeping of roadway to protect the facility from excessive accumulation of debris.                                                                                                                       |
| <input checked="" type="checkbox"/> | 545 | <b>Edging &amp; Sweeping:</b> Removal of vegetation and debris from the curb, gutter and sidewalk.                                                                                                                                                  |
| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |
| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |
| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |
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| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |
| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |
| <input type="checkbox"/>            |     |                                                                                                                                                                                                                                                     |