



**TOWN COMMISSION MEETING AGENDA
TOWN OF LADY LAKE, FLORIDA
OCTOBER 20, 2025**

Commission Chambers
409 Fennell Blvd., Lady Lake, FL 32159
6:00 PM

PROCEDURE

If you wish to address the Town Commission on any item on the agenda or comment on something not on the agenda you must fill out a Speaker Card and turn it in to the Town Clerk before 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 REV. DR. JAMES E. TAYLOR - ST. GEORGE EPISCOPAL CHURCH**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS**
- 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. Town Clerk's Office** - Approval of the Minutes of the October 06, 2025, Town Commission Meeting
- b. Growth Management** - Consideration of the Water, Sanitary Sewer, and Reuse

Utility Agreement between the Town of Lady Lake, and Benchmark Lady Lake 25 Associates LLC - Requesting Utilities Capacity Reservation of 58 Water ERUs, 58 Sewer ERUs, and 30 Reuse ERUs on approximately 35.56 acres owned by Benchmark Lady Lake 25 Associates LLC, referenced as the Lady Lake Crossing Expansion, with the zoning entitlement of Planned Unit Development (PUD), located on the west side of Highway 27/441 and north of Oak Street, within the Town of Lady Lake, Florida. (Thad Carroll/CT Eagle).

- c. **Public Works Department** - Resolution 2025-111 - Memorandum of Agreement (MOA) with Florida Department of Transportation for the Maintenance of Right-of-Ways in the Town of Lady Lake (C.T. Eagle)

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

- a. **Growth Management - Ordinance 2025-13 - Second and Final 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 - Second and Final 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. (Taylor Tremel)

8. NEW BUSINESS – (PUBLIC COMMENT TAKEN)

- a. **Police Department - Ordinance 2025-17 - First Reading** - Ordinance Amending the Town Of Lady Lake Police Officers' Retirement Trust Fund (Jason Brough)

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.

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

October 6, 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 verified with Town Clerk Kathy Rosado that this meeting was properly noticed.

1. CALL TO ORDER

2. INVOCATION

Pastor Matt Malott – New Life Christian Church

3. PLEDGE OF ALLEGIANCE

Led by Mayor Freeman

4. PRESENTATIONS

- a. Proclamation — Florida City Week 2025 Presented by Mayor Ed Freeman

5. ROLL CALL

Commissioner (Ward)	Present
Regan (Four)	YES
Gourlie (Two)	YES
Roberts (One)	Excused
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; Deputy Chief Jason Brough, Lady Lake Police Department; Lieutenant Robert Tempesta, Lady Lake Police Department; Lieutenant Allen Greene, Lady Lake Police Department; Kourtney Fehr, Lady Lake Library; and Kathy Rosado, Town Clerk.

Town Attorney Derek Schroth was also in attendance.

6. CONSENT

a. September 11, 2025 – Town Commission Meeting Minutes

b. September 15, 2025 – Town Commission Meeting Minutes

c. Library Services – Consideration and Approval of Lake County Public Library Policies.
(Kourtney Fehr)

d. Parks and 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 and 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)

Commissioner Gourlie made a motion to approve the Consent Agenda as presented; Commissioner Sage seconded. Motion carried 4-0.

7. PUBLIC HEARINGS AND QUASI-JUDICIAL HEARINGS (Public Comment Taken)

f. Ordinance 2025-12 – Second and Final 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 the applicant for this annexation is Taylor Long on behalf of the owners of nine properties.

The Future Land Use Designation: Single Family Medium Density (SF-MD) and Rural High Density (RHD)

Zoning Designation: Single-Family Medium Density (RS-6) and Agriculture Residential (AG-1)

Present Use of the Property: Residential Homes

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

On Thursday, July 31, 2025, an application was filed with the Town of Lady Lake requesting to de-annex said properties from the incorporated limits of the Town of Lady Lake. 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 the Town does not maintain. He stated that throughout the years, these nine property owners along Carolina Avenue have discussed with town staff about their desire to de-annex. He stated that the property is rural and the average lot size is two acres or greater. He presented a map showing the location of the subject properties noting that the surrounding properties are county properties.

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 have not received any correspondence in support or opposition of this application.

The Technical Review Committee reviewed Ordinance 2025-12 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 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.

Mayor Freeman asked the commissioners if they had questions or comments. Hearing none, he asked for a motion.

Upon a motion by Commissioner Gourlie and seconded by Commissioner Regan, 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
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 4-0

8. NEW BUSINESS – (Public Comment Taken)

a. 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 Griffin Road, within Lake County Florida. (Thad Carroll)

Growth Management Director Thad Carroll stated the applicant is Jason Bullard/ EXO Limited, LLC. The property is located north of Lake Ella Road and west of South Highway 27/441. Mr. Carroll clarified that the future land use will continue to be Planned Unit Development (PUD). The applicant is amending the language of the Memorandum of Agreement (MOA) for the PUD.

Growth Management staff recommends approval of Ordinance 2025-13

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, 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. Mr. Carroll presented a sketch map of the subject properties, noting that the entire frontage is not on South Highway 27/441. He presented an aerial map of the properties, noting that they are currently vacant.

The zoning designations of the 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).

Mr. Carroll stated that per Ordinance 2020-04, the entitlements include 500 condo units in seven buildings, a restaurant, a recreation center and a hotel. He stated that the amendment to the existing memorandum of agreement is to remove the condominium and restaurant as allowed uses and to add an office complex/office warehouse facility, adult care facility/assisted living facility/nursing home, and a multi-family dwelling, age-restricted 55+.

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

1 proposed development will have a net reduction of approximately 2,782 daily trips from the
2 existing entitlements (from 8,590 to 5,808 daily trips). The removal of the restaurant and retail
3 uses from the existing conceptual plan helps to reduce a significant number of trips; **Schools:**
4 Because the Memorandum of Agreement restricts the age for the multifamily portion to 55+,
5 this project will have no effect on the school system; **Parks and Recreation:** This project
6 offers an internal amenity center, thus not impacting the level of service for parks and
7 recreation; **Stormwater:** Project will be required to adhere to St. Johns River Water
8 Management District (SJRWMD) guidelines, drainage, and engineering best management
9 practices; **Flood:** The subject property lies within Flood Zone X per FEMA FIRM Map
10 12060C0170E effective December 18, 2012.

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

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

16 The Technical Review Committee found that Ordinance 2025-13 was ready for transmittal to
17 the Planning and Zoning Board.

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

20 The second and final reading of Ordinance 2025-13 before the Town Commission is scheduled
21 for Monday, October 20, 2025, at 6 p.m.

22 Mr. Carroll stated that if a variance or a waiver is warranted as the project progresses, it will
23 be presented to the commission.

24 Mayor Freeman asked the commissioners if they had questions or comments.

25 Commissioner Regan inquired if a traffic signal is a consideration for this project.

26 Mr. Carroll stated this will be considered during site plan review and, if warranted, will be
27 submitted to the Florida Department of Transportation and Lake County. Those entities
28 identify the thresholds required for signal installation. He stated that the alignment project
29 for Lake Ella Road will be presented to the Planning and Zoning Board at the upcoming
30 meeting. He stated this will become a four-way stop. He stated the north entry would be
31 evaluated by FDOT to determine if it's to be a deceleration lane from the north or if a signal is
32 required.

Mayor Freeman inquired whether the developer would contribute to the cost of the realignment of Lake Ella Road.

Mr. Carroll stated that the developer to the south in Fruitland Park may be participating in the cost share of that project. He advised that the area of Lake Ella Road, where it's aligned with the 7-Eleven gas station, is located in Fruitland Park. He clarified that neither side of the new alignment will be in the Town of Lady Lake.

Kent Gwynne, Director of Government Affairs with the Douglas Law Firm, introduced himself and Deputy Director, Elaine Middleton. He stated that the developers from Lake County Development are also present, as is their engineer, Jason Bullard.

Mayor Freeman asked if there were any further questions or comments. Hearing none, he asked for a motion.

Upon a motion by Commissioner Gourlie and seconded by Commissioner Regan, the Commission approved the first reading of Ordinance 2025-13, by the following roll call vote:

Commissioner (Ward)	Vote
Regan (Four)	YES
Gourlie (Two)	YES
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 4-0

b. Ordinance 2025-14 – First Reading – Rezoning Lake Ella PUD Amendment – An Ordinance of the Town of Lady Lake, Florida, Prescribing the Procedures and Forms for the Reasonable Opportunity to be Heard at Commission Meetings and Planning and Zoning Meetings, Providing for Severability, Repeal of Conflicting Ordinances, Codification, and an Effective Date. (Derek Schroth)

Town Attorney Derek Schroth stated the ordinance codifies the existing policies that the commission had previously agreed to. He stated that if there is a controversial matter before the commission, this ordinance includes a prohibition for affixing signs to town property or having large signs that obstruct pathways.

Mayor Freeman asked if there were any questions or comments. Hearing none, he asked for a motion.

1 **Upon a motion by Commissioner Gourlie and seconded by Commissioner Sage, the**
2 **Commission approved the first reading of Ordinance 2025-14, by the following roll call**
3 **vote:**

Commissioner (Ward)	Vote
Regan (Four)	YES
Gourlie (Two)	YES
Sage (Five)	YES
Freeman (Three)	YES

4 **Motion passed by a vote of 4-0**

5 **c. Legal Department — Consideration and Approval of the Proposed Time Frame**
6 **Benchmarks for the Draft Agreement with Fruitland Park to Complete Its Wastewater**
7 **Treatment Plant. (Derek Schroth)**

8 Town Attorney Derek Schroth stated that the current agreement with Fruitland Park is
9 nearing its expiration, and it is the intent for them to build their own wastewater treatment
10 facility. He stated certain benchmarks should be included in the agreement to ensure the
11 project is making steady progress.

12 C. T. Eagle, Public Works Director

13 Mr. Eagle stated that the proposed timeframes are tight yet reasonable. He stated that the
14 Fruitland Park officials may submit a counterproposal.

15 Attorney Schroth reviewed the proposed timelines:

16 April 1, 2026 — Planning and Feasibility study that includes evaluation of the existing
17 infrastructure, site selection, feasibility study, and preliminary engineering.

18 September 2026 — Design and Permitting; detailed engineering, mechanical, civil, and
19 electrical plans, environmental review by the Florida Department of Environmental
20 Protection, and wastewater facility permits.

21 July 1, 2027 — Bidding and Procurement, including all the bid documents and solicitation
22 of the work to be performed, bid advertisement, evaluating the bids, and bid award.

23 Attorney Schroth stated that the proposed construction period is 18 months. This includes
24 the construction and installation of everything required of a wastewater facility, two months
25 for startup, testing, and operation. He stated that under this proposed agreement, the
26 completion of the Fruitland Park wastewater treatment plant would be on December 31,
27 2028.

- 1 Mayor Freeman inquired if the end of their testing is in March of 2029.
- 2 Attorney Schroth advised that the completion of the plant is end of 2028, including the
- 3 startup testing operation.
- 4 Mayor Freeman inquired with Mr. Eagle if the project had begun.
- 5 Mr. Eagle stated that the engineer with Fruitland Park advised him that they, too, had just
- 6 completed the master planning stage. They will advertise engineering for the water facilities
- 7 plant that will enable them to pursue the State Revolving Fund loan next year.
- 8 Commissioner Gourlie inquired about including penalties for failure to meet certain
- 9 timelines.
- 10 Attorney Schroth stated that a 30-day grace period for some of the benchmarks is acceptable.
- 11 He reiterated that this is a draft proposal.
- 12 Mr. Eagle suggested akin to liquidated damages as is done in building construction.
- 13 Commission Regan inquired as to when the original agreement expires.
- 14 Mr. Eagle stated that the original agreement expires in October 2026. He reiterated that the
- 15 construction of Fruitland Park's plant has not begun. The master plan has recently been
- 16 completed, and they will apply for the State Revolving Fund loan. The design and permitting
- 17 phase take at least one year.
- 18 Commissioner Regan inquired whether Fruitland Park will request additional capacity if an
- 19 extension is not granted.
- 20 Mr. Eagle concurred that Fruitland Park is a growing municipality.
- 21 Commissioner Regan commended town staff, past and present, for the foresight to prepare
- 22 for the town's expansion.
- 23 Commissioner Gourlie inquired whether Fruitland Park should have a maximum capacity
- 24 limit.
- 25 Attorney Schroth reiterated that the agreement expires October 13, 2026, and stated that the
- 26 town has agreed to work with Fruitland Park. However, the agreement could be terminated
- 27 when the agreement expires. He advised that limitations could be imposed on the existing
- 28 vested capacity.
- 29 Commissioner Gourlie stated that the agreement specifies the capacity that the town
- 30 processes for Fruitland Park and that the town must adhere to these limits by refusing to
- 31 grant additional capacity due to their growth.

1 Attorney Schroth advised that the town commission has the right to impose limitations on
2 Fruitland Park's future growth regarding its agreed capacity of the town's wastewater facility.

3 Commissioner Sage stated that the town commission that entered into the agreement with
4 Fruitland Park did so knowing they would construct their own wastewater facility. He
5 inquired if the proposed timelines discussed this evening can be imposed. He inquired if the
6 town could raise the fees.

7 Mr. Eagle stated that this is a bulk treatment agreement, and Fruitland Park would challenge
8 a rate increase. He concurred that the town could cap their allocation, adding that the goal is
9 to be fair to our residents and to Fruitland Park as they construct their facility.

10 Mayor Freeman stated that Fruitland Park's government has recently changed and believes
11 they are more conscientious, and punishment is not what this commission should be
12 considering. He stated the agreement needs to be fair to the town and amenable to Fruitland
13 Park.

14 Attorney Schroth stated that he will present a draft agreement to the commission to include a
15 cap on future growth capacity, penalties for untimely compliance, and a rate increase from
16 the original agreement.

17 *It is the consensus of the commission to direct Attorney Schroth to draft the proposed*
18 *agreement.*

19 **d. Police Department — Request Commission Support for the Lady Lake Police**
20 **Department to Contract with Flock Safety License Plate Reader Technology. (Steve**
21 **Hunt)**

22 Police Chief Steve Hunt stated that the police department continues to strive to advance their
23 technology and improve procedures. He stated that he has reviewed several license plate
24 reader companies, and Flock is the company that the majority of the police agencies
25 throughout the country are using. This proposal includes 12 cameras, three of which provide
26 searching capabilities. After the company installs the cameras, the police department will
27 receive the data during the 60-day trial period, which is at no cost to the town. If the cameras
28 prove to be beneficial, the cost is \$44,000 for the first year. The cameras will be strategically
29 placed throughout the town.

30 Chief Hunt explained that alerts would be sent directly to the police officers in their vehicles
31 regarding a vehicle that has been entered in the National Crime Information Center (NCIC),
32 and the Florida Crime Information Center. This would be high threshold information, such as
33 a stolen car, terrorists, or Silver Alerts, alerting our officers of the vehicle entering or exiting

our boundaries. He stated that another component is it will allow the police officers to search for vehicles that were involved in crimes committed in Lady Lake.

Chief Hunt stated neighboring police departments within Lake County have been utilizing these cameras or are currently implementing them. He stated that he must submit a letter to the Lake County Commissioners requesting permission to install the cameras on the county rights-of-way. He stated that the Florida Department of Transportation does not require a letter.

Chief Hunt stressed these cameras do not have facial recognition technology or biometrics, and the data is stored for 30 days.

Commissioner Regan inquired where the information is directed once our officer enters it into the system, and who is notified when a vehicle leaves our jurisdiction.

Chief Hunt explained that our supervisors will have initial access to the information. Our officer will alert the next jurisdiction through dispatch.

Commissioner Sage inquired whether some of the cameras are mobile.

Chief Hunt replied affirmatively, adding that eleven cameras will be stationary and one will be mobile.

Commissioner Gourlie made a motion to approve the Lady Lake Police Department to contract with Flock Safety License Plate Reader Technology; Commissioner Sage seconded.

Commissioner (Ward)	Vote
Regan (Four)	YES
Gourlie (Two)	YES
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 4-0

e. Public Works Department — Discussion/Direction on a Proposed Agreement from Florida Department of Transportation (FDOT) for Maintenance Services along the US 27/441 Corridor in Lady Lake. (C.T. Eagle)

Public Works Director C.T. Eagle stated that the Florida Department of Transportation has contacted the Town proposing a new Memorandum of Agreement (MOA) 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

1 Lake Ella Rd and Griffin Ave. FDOT terminated the agreement with the Town when the recent
2 road widening project started in or around 2020 when they again took over maintenance
3 activities. The proposed agreement includes the payment of \$85,913 annually to the Town for
4 the requested services. The corridor is approximately 4.26 miles of six-lane roadway, with
5 sidewalks on the entire length of the corridor on both sides. The previous configuration was 4
6 lanes with only portions of sidewalks on the north end of town. The required time and labor
7 for the requested services have increased due to the handwork needed for edging, blowing,
8 and weed control on the new sidewalks and curbing. The average vehicular speed has
9 increased significantly with the new lane configurations, and the work zone widths have
10 decreased, which causes some work safety concerns for the staff. This will require a stronger
11 Maintenance of Traffic (MOT) presence with assistance from the Police Department while
12 work is being done. The Town does have options. The levels of service and costs to the Town
13 vary significantly with the options.

14 **1. Option one** – the Town does not enter into an agreement with FDOT, FDOT retains
15 maintenance responsibility, no cost to the Town, lowest level of service, potential resident
16 concerns on upkeep will be received.

17 **2. Option two** – the Town enters into the agreement with FDOT and then contracts out the
18 work to a third party, the Town pays the difference in costs, better level of service, other
19 municipalities (i.e., Leesburg, Tavares, Clermont, etc.) have this in place for safety, staffing,
20 and costs for the level of service concerns.

21 **3. Option three** – the Town enters into the agreement with FDOT and performs the work
22 in-house, as in the past. The Town absorbs the difference in what monies FDOT pays to the
23 Town and the costs associated with the activities, this is the highest 2 level of service but
24 comes with the highest price tag, while the workers' safety and staffing concerns remain.

25 Mr. Eagle stated that each of these options will work within the budget. The commission's
26 intended level of service is the determining factor.

27 Commissioner Gourlie inquired whether FDOT would perform the maintenance on time.

28 Mr. Eagle stated that FDOT completes one cycle per month, whereas the town staff completes
29 two cycles per month. He stated that the streets department is currently understaffed, and if
30 the commission approves option three, four streets' staff members will be assigned to this
31 corridor, which will add additional workload to an already short-staffed department.

32 Mr. Eagle stated that staff have safety concerns due to the new alignment, new configuration
33 on this property, the speeds have increased, and the work zones have shrunk. He stated that
34 there is more handwork now due to all the sidewalks and curbing that require edging.

1 Another issue is that there is a higher level of traffic maintenance, and police presence could
2 be required when there are lane closures. He stated that the addition of Boulevard Oaks
3 coming online will require town staff to maintain the roads in that development.

4 Commissioner Gourlie inquired whether FDOT would increase its payment to the town or
5 perform maintenance bi-monthly.

6 Mr. Eagle stated that he discussed this and was denied. He stated that the FDOT
7 representative, Ellen Wheeler, was invited to attend tonight's meeting, and they declined. He
8 added that the agreement includes the maintenance of retention ponds. He stated that this is
9 an annual contract.

10 Mr. Eagle stated that the town maintained this corridor of US 27/441 before the road
11 widening, and FDOT maintained it during the construction.

12 Town Manager Bill Lawrence stated that he was with Mr. Eagle during the negotiations with
13 FDOT and simply, FDOT does not want to be responsible for this corridor. If the town does not
14 take it over, the state will not maintain it to the level the town provides. He stated that their
15 spending limit is set and they acknowledge that they cannot maintain this road properly.

16 Commissioner Sage inquired whether the funds to cover the cost of these options are in the
17 budget.

18 Mr. Eagle replied affirmatively.

19 Mayor Freeman inquired as to the opinions of the streets staff.

20 Mr. Eagle reiterated that his staff has safety concerns. He stated that there are very steep
21 slopes in the southern part of town that must be done by hand, the medians are narrow,
22 which will require lane closures, and maintaining the curbs may require staff to have their
23 backs to oncoming traffic. He stated it takes a strong will to mow, and now vehicles are
24 traveling up to 70 mph. He stated that the maintenance of traffic will need to be refined to
25 keep staff safe, which costs money and requires police resources.

26 Commissioner Sage stated that there is one contract from BrightView and inquired if the
27 contract was bid and, if not, should the town bid the project.

28 Mr. Eagle stated that he contacted BrightView because they have the contract with the City of
29 Leesburg, Tavares, and Wildwood. He contacted the directors of these municipalities and did
30 not receive discouraging information. He stated the town can piggyback the contract, and
31 their rates are reasonable. Mr. Eagle stated that the town could advertise an RFP, but it is not
32 necessary due to the ability to piggyback these contracts with a known vendor in the area.

Commissioner Regan made a motion to approve Option 2 - 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; Commissioner Gourlie seconded.

Commissioner (Ward)	Vote
Regan (Four)	YES
Gourlie (Two)	YES
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 4-0

9. MAYOR AND COMMISSIONER'S REPORT

Mayor Freeman stated that on September 18, he attended the Florida League of Mayors meeting at Green Gables Ranch. The roundtable discussion was on how municipalities can best lead while keeping a focus on solutions that move communities forward. He stated it was a worthwhile discussion.

Mayor Freeman stated that he attended the conference of the Florida League of Cities Finance and Taxation Committee, of which he is a member. He stated that there was a discussion regarding lobbying efforts with the state. There is a follow-up meeting on October 17 that he will be attending, and things will be codified in December.

Mayor Freeman stated that the legislature is considering raising the homestead exemption to a half-million dollars, which means many property owners in Lady Lake would not pay taxes on their property. He encouraged everyone to contact their representatives, letting them know that they are not in favor of this because the town cannot operate without taxes.

Mayor Freeman stated that Coffee with a Cop was well attended.

Mayor Freeman stated that the town website will have a breakdown of how our taxes are distributed.

10. TOWN MANAGER'S REPORT

Mr. Lawrence acknowledged Youth Library facilitator, Kourtney Fehr, who is in attendance. He stated that the library reconstruction project will be completed on October 27.

Mr. Lawrence stated that Coffee with a Cop is a great time to meet the town police officers in a relaxed atmosphere.

Mr. Lawrence announced the following dates:

1 October 18 – Snooky Park Haunted Trail – 7:00 p.m. – 9:00 p.m.

2 October 25 – Not So Scary Halloween – Guava Street Athletic Complex

3 November 24 – Festival of Trees – Lady Lake Library

4 Mayor Freeman noted that the Lady Lake Farmers Market begins on October 7

5 **11. TOWN ATTORNEY’S REPORT**

6 Attorney Schroth advised that Grand Oaks filed their amended lawsuit against the town. He
7 stated the commission could meet in closed session to discuss it.

8 **12. PUBLIC COMMENTS**

9 Helen Accurso, 428 Sierra Oaks Circle, Lady Lake

10 Ms. Accurso expressed her concerns regarding living in an LGBTQ Community and it’s
11 presence in Lady Lake.

12 Reverend Dr. Paul Harsh, First Baptist Church of Lady Lake

13 Dr. Harsh expressed his opposition to homosexuality and stated that it will not be acceptable
14 among the Christian community.

15 Tom Heinsinger, undisclosed address

16 Mr. Heinsinger expressed his opposition to alleged LGBTQ events in Lady Lake.

17 Greg Drake, 16963 SE 110th Court Road, Summerfield

18 Mr. Drake expressed his opinion regarding homosexuality versus heterosexuality.

19 Ruth Kussard, 424 Loma Paseo, Lady Lake

20 Ms. Kussard expressed her opinion regarding the prejudice and intolerance toward a
21 community of people that stemmed from a piece of paper.

22 **13. ADJOURN**

23 There being no further business to discuss, the meeting adjourned at 8:42 p.m.

24 _____
25 Kathleen Rosado, Town Clerk

26 _____
27 Ed Freeman, Mayor



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management - Consideration of the Water, Sanitary Sewer, and Reuse Utility Agreement between the Town of Lady Lake, and Benchmark Lady Lake 25 Associates LLC - Requesting Utilities Capacity Reservation of 58 Water ERUs, 58 Sewer ERUs, and 30 Reuse ERUs on approximately 35.56 acres owned by Benchmark Lady Lake 25 Associates LLC, referenced as the Lady Lake Crossing Expansion, with the zoning entitlement of Planned Unit Development (PUD), located on the west side of Highway 27/441 and north of Oak Street, within the Town of Lady Lake, Florida. (Thad Carroll/CT Eagle).

AGENDA ITEM ID

2025-803

DEPARTMENT

Growth Management

SUMMARY

Benchmark Lady Lake 25 Associates, LLC, is the owner of approximately 35.56 acres, referenced as the Lady Lake Crossing Expansion. The property is located on the west side of Highway 27/441 and lies north of Oak Street. To serve the development with the required water, sewer, and reuse supply the owner/developer is seeking to encumber reservation of 58 Water Equivalent Residential Units (ERUs), 58 Sewer ERUs, and 30 Reuse ERUs. These reservations equate to 14,500 gallons per day ("gpd") in the Town's Water Facilities, 14,500 gallons per day ("gpd") in its Sewer Facilities, and 8,220 gallons per day ("gpd") in its Reuse Facilities.

The Lady Lake Crossing Expansion includes the addition of 64,790 square feet of in-line retail space, as well as the creation of five outparcels. The Developer has agreed to utilize the Town's water, sewer, and reuse facilities to benefit the Development, and to the terms and conditions hereinafter set forth in the attached Agreement, as provided by the Utility (The Town).

The sum for the total ERU allocation is \$280,465. To ensure performance by the developer, the Town, in its sole discretion, may rescind and void this Agreement in its entirety should Benchmark Lady Lake 25 Associates, LLC not obtain an inspection for water and sewer lines to initiate construction of the project within 180 days of the date this Utility Agreement is approved by the Commission. The capacity reserved by the attached agreement will be forfeited, and all money paid to reserve capacity shall also be forfeited.

This agreement was reviewed by the Town Attorney, Derek Schroth, and Town Staff and

determined correct in form for consideration and approval by the Town Commission.

PAST ACTIONS

At the September 15, 2025, meeting, the Town Commission approved Resolution 2025-107, vacating a public right-of-way of County Road 25, so that the site plan for the Lady Lake Crossing Expansion could proceed as designed.

STAFF RECOMMENDATION

Staff recommends approval of the Water, Sewer, and Reuse Utility Agreement for the Lady Lake Crossing Expansion – Requesting Capacity Reservation of 58 Water ERUs, 58 Sewer ERUs, and 30 Reuse ERUs.

FISCAL IMPACT

\$192,675 of revenue toward water impact fees

\$83,230 of revenue toward sewer impact fees

\$4,560 of revenue toward reuse impact fees

FUNDING SOURCE

Not applicable.

DRAFT SEWER & WATER UTILITY AGREEMENT
LADY LAKE, FLORIDA

THIS UTILITY AGREEMENT made this _____ day of _____, 2025 by and between the Town of Lady Lake, a Florida Municipality (hereinafter referred to as "Utility"), and Benchmark Lady Lake 25 Associates LLC, a Florida Limited Liability Company, its heirs, successors and assigns (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 35.56 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereinafter be developed and improved into a commercial development consisting of approximately 65,000 square feet of retail, 3 outparcels and 5 office buildings requiring central water, central sewer, and wastewater reuse services (hereinafter referred to as the "Development"); and

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

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

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

WHEREAS, Utility has agreed to make its water service, sanitary sewer service, and reuse service available to the Development by means of connection to and use of the Water, Sewer, and Reuse Facilities on the terms and conditions hereinafter set forth, and

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

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water, Sewer, and Reuse Facilities. Developer further agrees that this agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water, sewer, and reuse services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water, Sewer, and Reuse Facilities, and through the on-site facilities to be constructed by Developer; provided, however, that Utility is not prevented by law or governmental regulation from providing such water, sewer, and reuse service for any reason. Utility agrees that it will have sufficient capacity in the amount of 14,500 gallons per day ("gpd") in its Water Facilities and in the amount of 14,500 gallons per day ("gpd") in its Sewer Facilities, and 8,220 gallons per day ("gpd") in its Reuse Facilities to serve the Development for a maximum peak flow of 58 Water, 58 Sewer, and 30 Reuse equivalent residential units ("ERUs"). Utility agrees that the water, sewer, and reuse services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility

hereby agrees to provide water, sewer and reuse services to the Development after Developer shall make a written request for such service to Utility, but not before the On-Site Facilities on the Property described in Paragraph 3 hereof are completed in accordance with this Agreement. Additionally, Utility reserves the right to do site inspections and audits of said Water Facilities, Sewer Facilities, and Reuse Facilities at any given time without due notice to the Developer to determine if water, sewer, and reuse ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

2. PAYMENT BY DEVELOPER OF LADY LAKE SANITARY SEWER AND WATER IMPACT FEES. Developer shall be responsible for payment of the Utility's sanitary sewer and water impact fees for the sanitary sewer and water volumes reserved under this agreement. Utility's sanitary sewer impact fee is three thousand three hundred twenty-two dollars and no cents (\$3,322.00) per ERU. Utility's water impact fee is one thousand four hundred thirty-five dollars and no cents (\$1,435.00) per ERU. Utility's reuse impact fee is one hundred fifty-two dollars and no cents (\$152.00) per ERU. Commercial units are charged based on the formula outlined in the Land Development Regulation of the Town of Lady Lake, as amended from time to time. Payment of said fee shall be made in accordance with section 10(h) of this agreement in the amount of one hundred ninety two thousand six hundred and seventy-five dollars and no cents (\$192,675.00) for sanitary sewer capacity; eighty-three thousand two hundred and thirty dollars and no cents (\$83,230.00) for water capacity; four thousand five hundred and sixty dollars and no cents (\$4,560.00) for reuse capacity, for a total amount lump sum of two hundred eighty thousand four hundred and sixty-six dollars and no cents (\$280,465.00) calculated as follows:

Sanitary Sewer Capacity Reservation

$$\begin{aligned} &14,500 \text{ gpd} / (250 \text{ gpd/ERU}) \$3,322/\text{ERU} = \\ &58 \text{ ERUs} \times 3,322 = \$192,675.00 \end{aligned}$$

Water Capacity Reservation

$14,500 \text{ gpd} / (250 \text{ gpd/ERU}) \$1,435/\text{ERU} =$

$58 \text{ ERUs} \times 1,435 = \$83,230$

*Reuse Capacity Reservation

$8,220 \text{ gpd} / (274 \text{ gpd/ERU}) \$152/\text{ERU} =$

$30 \text{ ERUs} \times 152 = \$4,560$

LUMP SUM TOTAL= \$280,465.00

Reclaimed/Reuse water must be used as irrigation water when it becomes available, economically feasible and permissible under applicable state and federal statutes or regulations promulgated thereunder.

Should Developer not obtain an inspection for water and sewer lines to initiate construction of the Developer's project noted above within 180 days of the date this Utility Agreement is approved by Commission, the capacity herein reserved will be forfeited and all money paid to reserve capacity shall also be forfeited. Should Developer fail to obtain an underground pipe inspection within 180 days of the date this Utility Agreement is approved by Commission, Developer agrees to release any and all claims against the Town for a return of any of the money paid to reserve capacity. Developer understands that capacity may not be available to the Developer should the aforesaid required inspections not occur within 180 days after this Utility Agreement is approved.

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

(a) **ON SITE IMPROVEMENTS** When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary On-Site Improvements, as agreed to by Utility and Developer, to allow the Development to be connected to the lines of Utility, and including specifically, all lines, mains, valves, hydrants, lift stations and other such facilities including service connections necessary to serve the Development.

Developer agrees that the construction and installation of such On-Site Improvements shall be subject to the following:

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

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

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

amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

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

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

7. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, sewer, and reuse service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

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

Utility:	Town of Lady Lake
	Utility Department
	409 Fennell Boulevard
	Lady Lake, FL 32159

With a copy to: Derek A. Schroth, Esq.
Bowen & Schroth, P.A.
600 Jennings Ave.
Eustis, FL 32726

Developer/: Benchmark Lady Lake 25 Associates LLC
Owner 4053 Maple Road – Suite 200
 Amherst, New York 14226
 Attn: Steven J. Longo, VP

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

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

10. OTHER ESSENTIAL TERMS.

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

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

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

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

e. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. Developer shall indemnify

protect and hold harmless the Utility from any and all claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in any way whatsoever arising on account of any third-party action, claim or demand due to the incident and matters associated with the Developer's construction of the on-site improvements, including but not limited to

- i) All third party claims for enforcement of liens; subrogation; and/or contribution to include but not to be limited to any and all mechanic's and contractor's liens associated with the construction of the on-site improvements;
- ii) Any and all bills from any third-party source associated with the Developer's construction of the on-site improvements;
- iii) Any and all third-party claims under any federal, state or local act or ordinance associated with the Developer's construction of the on-site improvements;
- iv) Any and all claims for reimbursement; subrogation; and/or contribution asserted by third parties associated with the Developer's construction of the on-site improvements;
- v) Any and all claims for reimbursement, and/or subrogation of liens asserted by any insurance company or any other party that provides insurance coverage or benefits of any nature associated with the Developer's construction of the on-site improvements;
- vi) Any and all claims, liens, reimbursement or subrogation under any contract or agreement with any third party group, organization, partnership or corporation associated with the Developer's construction of the on-site improvements; and
- vii) All actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted by third parties on account of and/or

allegedly associated with the construction of the on-site improvements.

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

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

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

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

[signatures on following page]

Attest:

TOWN OF LADY LAKE

Kathleen Rosado, Town Clerk

Ed Freeman, Town Mayor

Approved as to form:

Town Attorney
Derek A. Schroth, Esquire

Witnesses:

Print Name: _____

Print Name: _____

Steven J Longo, Vice President
Benchmark Lady Lake 25
Associates LLC.

STATE OF NEW YORK
COUNTY OF ERIE

This is to certify that on this _____ day of _____, 2025, Before me,
an officer duly authorized to take acknowledgements in the State and County
aforesaid, personally appeared _____ on behalf
of the company, S/he is personally known to me or has produced
_____ as identification and did or did not take an
Oath.

SEAL

Signature of Acknowledger

Name of Acknowledger Typed

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

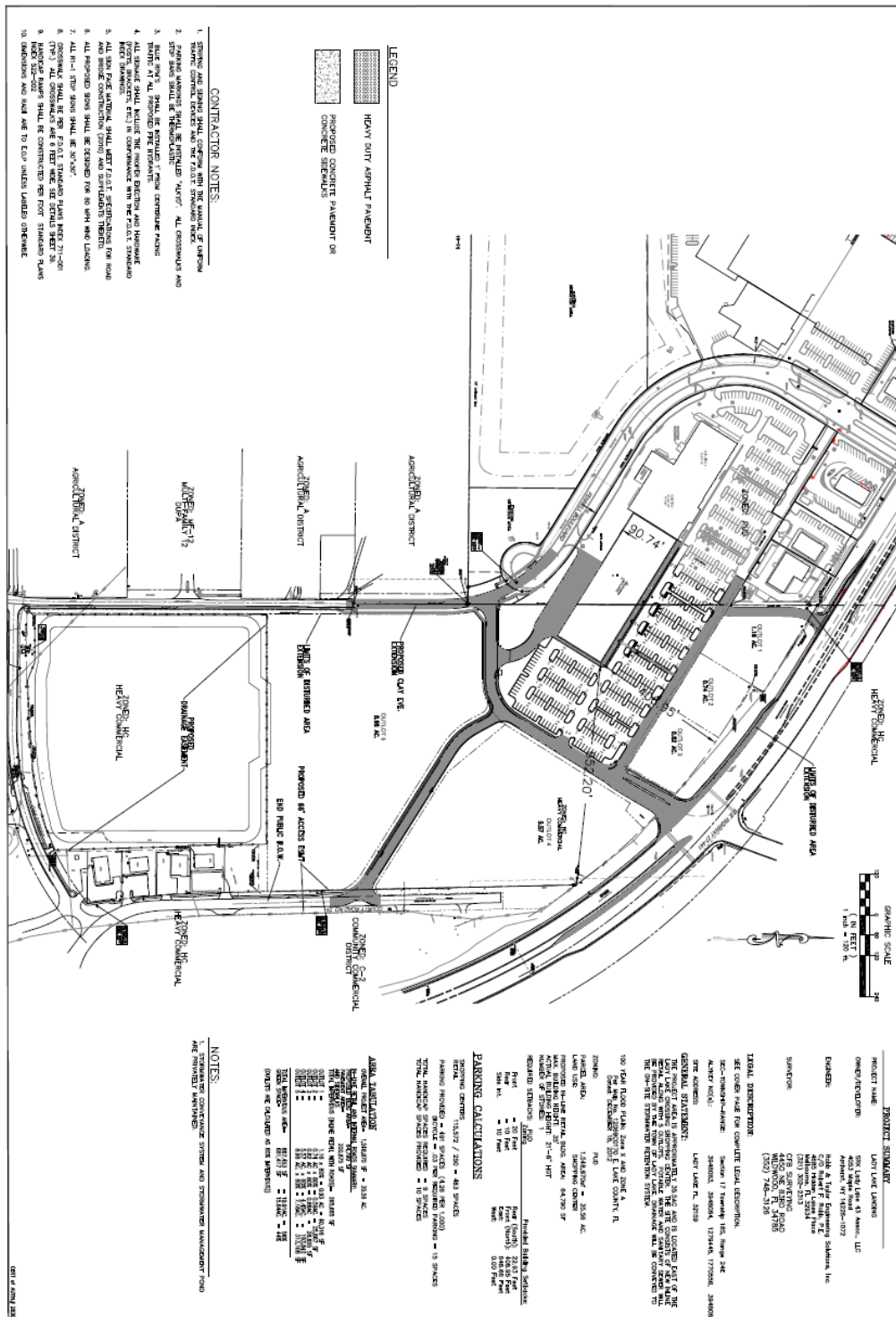
A PORTION OF LANDS BEING IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LADY LAKE CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1 /4 OF THE NORTHEAST 1 /4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°10'08" EAST ALONG THE EAST LINE OF SAID LADY LAKE CROSSING, ALSO BEING THE WEST LINE OF THE NORTHEAST 1 /4 OF SAID SECTION 17, A DISTANCE OF 1021.04 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27-441, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE DEPARTING SAID LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 58°09'15" EAST, A DISTANCE OF 298.74 FEET; 2) THENCE RUN SOUTH 31°50'45" WEST, A DISTANCE OF 40.00 FEET; 3) THENCE RUN SOUTH 58°09'15" EAST, A DISTANCE OF 109.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A 1770.08 FOOT RADIUS, A CENTRAL ANGLE OF 21°49'10", A CHORD BEARING OF SOUTH 47°14'40" EAST AND A CHORD LENGTH OF 670.02 FEET; 4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 674.08 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°14'26" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 928.50 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1982, PAGE 475, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN NORTH 89°23'16" WEST ALONG SAID NORTH LINE, A DISTANCE OF 136.46 FEET TO A POINT ON THE WEST LINE OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°55'53" EAST ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4872, PAGE 2399, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 200.04 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4872, PAGE 2399; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'16" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE THE LANDS DESCRIBED IN OFFICIAL RECORDS

BOOK 5838, PAGE 905, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°55'53" EAST ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5230, PAGE 1140, OFFICIAL RECORDS BOOK 1455, PAGE 1578 AND OFFICIAL RECORDS BOOK 2289, PAGE 83, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 394.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAK STREET, PER OFFICIAL RECORDS BOOK 2055, PAGE 757 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A 741.87 FOOT RADIUS, A CENTRAL ANGLE OF 21°29'29", A CHORD BEARING OF SOUTH 75°20' 48" WEST AND A CHORD LENGTH OF 276.65 FEET; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 278.27 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 86°05'33" WEST, A DISTANCE OF 121.76 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A 2373.81 FOOT RADIUS, A CENTRAL ANGLE OF 04°31 '04", A CHORD BEARING OF SOUTH 88°21 '05" WEST AND A CHORD LENGTH OF 187.13 FEET; 3) THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 187.18 FEET TO A POINT OF TANGENCY; 4) THENCE RUN NORTH 89°23'23" WEST, A DISTANCE OF 134.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH CLAY AVENUE, A VARIABLE WIDTH RIGHT-OF-WAY PER MAINTENANCE MAP - CLAY AVENUE AS RECORDED IN ROAD MAP BOOK 12, PAGE 10 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES 1) NORTH 00°10'08" EAST, A DISTANCE OF 950.11 FEET; 2) THENCE RUN NORTH 89°48'12" WEST, A DISTANCE OF 17.47 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°10'08" EAST ALONG SAID WEST LINE, A DISTANCE OF 336. 70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 35.56 ACRES, MORE OR LESS.

PROJECT SITE PLAN





TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Public Works Department — Resolution 2025-111 - Memorandum of Agreement (MOA) with Florida Department of Transportation for the Maintenance of Right-of-Ways in the Town of Lady Lake (C.T. Eagle)

AGENDA ITEM ID

2025-812

DEPARTMENT

Public Works

SUMMARY

This resolution authorizes the Town Manager to execute the previously discussed Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for maintenance of the right-of-way along the US 27/441 corridor within the Town. The resolution, the FDOT agreement, and the mutual agreement with the contractor responsible for performing the work have all been reviewed and approved by the Town Attorney. Once the resolution is approved, the Town Manager will sign the agreements and initiate the process to assume maintenance of the corridor.

STAFF RECOMMENDATION

Staff recommend adoption of Resolution 2025-111.

FISCAL IMPACT

\$41,237

FUNDING SOURCE

Public Works – Roads and Streets – 001-4102-541-3410

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45



**MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Right of Way Mowing and Maintenance Services**

Effective Date: October 8, 2025

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Brightview Landscape Services, Inc., ("CONTRACTOR") to perform Right of Way Mowing and Maintenance Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and the City of Wildwood, dated November 6, 2023, with an expiration date of November 6, 2026, with yearly options to renew thereafter. Such contract shall also include all current and future amendments, Lake County being the venue for any and all legal action necessary to enforce this contract.

II. CLIENT AND CONTRACTOR CONTACTS

Mr. William Lawrence
Town Manager
Town of Lady Lake
409 Fennell Boulevard
Lady Lake, FL. 32159
Office: 352.751.1545
Email: wlawrence@ladylake.org

NAME: Ted Medlin
TITLE: Branch Manager
COMPANY: Brightview Landscape Services Inc.
ADDRESS: 641 SW 13th Street, Ocala, FL 34471

Phone: 352-368-3600
Email: Ted.Medlin@Brightview.com

With copies to:
C.T. Eagle, Director of Public Works
Office 352.751.1526
Email: cteagle@ladylake.org

Please acknowledge CLIENT's acceptance of City of Wildwood contract terms and conditions by having an authorized representative of CLIENT sign below.

**APPROVED BY TOWN OF LADY LAKE,
FLORIDA:**

Signature: _____
Name: _____

Date: _____

ATTEST:

Signature: _____
Name: _____

Date: _____

**APPROVED BY BRIGHTVIEW LANDSCAPE
SERVICES INC:**

Signature: Todd Chesnut
Name: _____

Date: 10-8-25

ATTEST:

Signature: Ted Medlin
Name: _____

Date: 10/8/25

Exhibit A: City of Wildwood Agreement



November 20, 2023

Caroline Parker
Business Developer
BrightView Landscape Services
641 SW 13th Street
Ocala, FL 34471

RE: Professional Services Agreement – ROW Mowing and Landscape Maintenance Services

Ms. Parker:

Enclosed are two (2) partially executed originals of the contract approved by the City Commission on November 6, 2023. Please sign and return one (1) fully executed copy for our records.

If you have any questions regarding the contract, please contact the Public Works department at (352) 330-1343.

Regards,

A handwritten signature in cursive script that reads 'Jessica Barnes'.

Jessica Barnes
City Clerk

Enclosures

CONTRACT

PROFESSIONAL SERVICES AGREEMENT Mowing and Landscape Maintenance Services Right-of-Way

THIS AGREEMENT is made this 6th day of November, 2023, by and between "CITY" of Wildwood (hereafter referred to as "CITY"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Brightview Landscape Services, Inc. (hereafter referred to as "Contractor"), whose address is 641 SW 13th Street Ocala, Florida 34471

WHEREAS, the "CITY" has need of professional services for Mowing and Landscape Maintenance Services – Right-of-Way,

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2024-01 Request for Mowing and Landscape Maintenance Services – Right-of-Way,

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

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2024-01.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on November 6, 2023, and continue in full force through November 6, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
- b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-08 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

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

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the

Contractor.

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

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

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the "CITY" in any other State Court, Federal Court or administrative tribunal.

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

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

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

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

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

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

FOR THE CITY

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: 11/6/23

FOR THE CONTRACTOR

Todd Chesnut
Name: Brightview Landscape Services, Inc.

Address: 641 SW 13th Street Ocala FL. 34471

Title: Senior Vice President

Date: 11/27/2023

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

ATTEST:

By: Jessica Barnes

"CITY" OF WILDWOOD

Ed Wolf

By: Ed Wolf, Mayor

Date Signed: 11/6/23

ATTEST:

By: Patricia Loudy

Contractor

Brightview Landscape Services, Inc.

By: Todd Chesnut

Date Signed: 11/27/2023

PART 5 SCOPE OF SERVICES

INTRODUCTION

The purpose of this Contract is to provide the City of Wildwood (herein referred to as “City of Wildwood”) with a complete Mowing and Landscape Maintenance Services contract (hereinafter shall be referred to as the “Work” or “Services”) inclusive of all the required equipment and materials, defined in the table attached to this Scope of Work.

CONTRACT DURATION

The initial term of this Agreement shall be November 15, 2023, through November 15, 2026, with the option to renew for a two (2) year extension. Following completion of the initial term, the renewal period shall automatically occur on November 15, 2026, unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the “City of Wildwood” effective for the renewal period. Any agreed upon negotiated price change shall remain firm for the remainder of the two (2) year extension renewal term.

SITE VISITS

Contractors are encouraged to visit the locations to get a better knowledge and understanding of what is required.

SPECIFICATIONS AND GENERAL SCOPE

The landscape maintenance Contractor shall be responsible for all labor, materials, and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems.

The following specifications are identified, as the minimum, to achieve the desired healthy and attractive landscaping within the community.

MAINTENANCE FOR VISIBILITY AND SAFETY

All personnel must wear ANSI Class III approved reflective safety vests anytime work is being performed on City property within road right-of-way. Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification and used when personnel and equipment will be conducting work in or around traffic or pedestrians.

Contractor shall have basic and intermediate level FDOT MOT Certified staff that are actively working in the Right-of-Way.

All landscaping shall be maintained in a manner that allows clear passage of vehicles and pedestrians, provides open visibility where necessary for safety, and does not obstruct lighting. Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Trees and shrubs shall not be allowed to grow into or over sidewalks, public streets, driveways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles. All plantings will be kept 4-6 inches away from all curbs and sidewalks. Ground covers (Jasmine and Peanut) shall be kept neatly edged to the curb.

TREE CLEARANCE (within Right-of-Ways)

A minimum of eight (8) feet vertical clearance shall be maintained. This shall be increased up to 15' where necessary for the passage of taller vehicles-such as vans, buses, or trucks-in areas which must be used by such vehicles, smaller trees shall be kept inside curb until tall enough.

Clearances shall vary per area and must be approved by the "City of Wildwood."

In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas, including cul-de-sacs, where views must be maintained for safety of vehicular and pedestrian traffic. However, Contractor shall visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications.

All material will be kept trimmed off walls, fences, and any objects in landscape areas at all times.

Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Pruning of all landscaping shall comply with the proper techniques outlined in these specifications, based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.

TREE MAINTENANCE

CRAPE MYRTLES

Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.

As trees mature, a clear trunk height of 8.5' minimum shall be maintained.

Canopies shall in no case be allowed to deter safety and visibility in traffic situations.

Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval of the landscape manager.

PALMS

Palms shall be maintained to have full, rounded heads.

Ferns may remain but shall not be allowed to spread into planting beds. Seed pods shall be removed after fruiting, as possible.

Damaged or dead palm fronds, seed heads and dates will be removed within 15' of the ground on some varieties of palms at District's request.

LIGUSTRUM TREES

Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.

The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

NELLIE STEVENS HOLLY AND RELATED SPECIES

These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form, tapering to the top.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground. Shearing may be required only on occasion to maintain form.

LIVE OAK AND RELATED SPECIES

Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.

As trees mature, only remove necessary lower branches in order to maintain the natural normal form of the tree, and to allow for necessary maintenance.

Roadway trees shall be kept within the curb limits until tall enough to lift to 15' As a general rule the trees shall have 2/3 canopy and 1/3 clear trunk.

All limbs that are pruned back to the main trunk or central leader shall be cut at the branch bark collar, but not damaging the collar.

MAGNOLIAS

Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form, with the exception of trees in the line of sight.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground, unless approved by the City.

Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, prune lightly in the fall or early spring (before the spring flush), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. The central leader shall not be removed.

ALL TREE SPECIES

Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees and palms as needed to maintain a natural and healthy appearance.

All broken limbs or debris resulting from winds, storms, or other causes shall be removed promptly, or immediately if impeding safety.

Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining. All suckers and water sprouts shall be removed on a routine basis, as they occur.

Infestations of mistletoe, ball moss, Spanish moss and other epiphytes in the first fifteen (15) feet of trees, shrubs, and palms shall be removed on a routine basis.

Trees planted beside structures and walks/paths shall be maintained at size suitable for location.

DISEASE AND PEST CONTROL

All plant material shall be 95% free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable and will be replaced at the Contractor's expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

ANNUAL MAINTENANCE AND REPLACEMENTS

ANNUAL BED MAINTENANCE

Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.

Shrubs and turf surrounding color beds must be trimmed to keep them from encroaching on the color beds and reducing the bed size.

Additional soil, soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth, proper height, and a pleasing convex appearance. This soil must be approved by Parks and Recreation management staff.

Annual Flowerbed Fertilization:

A standard balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals. Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering, and color.

REPLACEMENT

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 1/2) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out. The City of Wildwood staff reserves the right to select

varieties if necessary.

Replacement should be completed within 72 hours of removal and before the weekend as open beds are not desired during this time.

GENERAL REQUIREMENTS

WEED CONTROL

Beds are to be kept 95% free of weeds and landscape debris and trash. Hand weeding shall be done as necessary. Application of herbicides shall be done on a curative "as needed" basis. A pre-emergent herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum.

Chemical damage to desirable turf is unacceptable and will be corrected at Contractor's expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions. Weed control in conjunction with mowing operations when required along edge of pavement, sidewalks, curbs, curb gutters, pavements, planting beds, and other such edges.

DISEASE AND PEST CONTROL

All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable and will be corrected at Contractors' expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

REFUSE CONTROL

Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, branches, and palm fronds) at all times.

Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of the City of Wildwood.

Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, in order to preserve the design intent and appearance of the landscaping.

Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.

The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer bum, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The owner shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/or other circumstances not attributable to actions or inactions of the Contractor.

PINE STRAW MULCHING

All plant beds and tree rings shall be maintained with an adequate and neat layer of pine straw, at all times. The landscape maintenance Contractor will be expected to replenish missing pine straw in all areas in between regularly scheduled mulching, or areas where pine straw disappears due to mowing/blowing operations such as in tree rings on the roadway medians. This shall be performed at no additional cost to the City. Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.

Care shall be taken to avoid piling pine straw around the plant crowns or trunks. Any areas found neglected or bare (weeds, blowing or irrigation repair) shall be replaced at the Contractor's expense.

MOWING

Mowing of all turf areas shall be performed on a weekly basis (35 mowing's) during the normal growing season (April through October). **Appendices "A" indicate a weekly or bi-weekly mowing and landscape maintenance schedule.** During the months of November through March, it is expected that mowing will be required at least twice a month (17 mowing's) unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times. Mower blades are expected to be sharp, leaving a clean cut. The City of Wildwood reserves the right to adjust this schedule at any time.

Mowing height shall be as follows:

1. St. Augustine 'Floritam' - 3.5" to 4"
2. Bahia - 3" to 4"

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed immediately after mowing, not blown, or swept down storm drains.

Walkways, streets, and parking areas to be blown or vacuumed free of clippings after each mowing. Please refer to “*SITE CLEANLINESS AND CONDITION*” for additional requirements during the months of November through March when mowing may only occur twice a month.

EDGING

All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all edges of pavement, sidewalks, curbs, curb gutter, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces. Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.

Edging shall occur in conjunction with mowing operations when required. Grass runners and ground covers shall not exceed one inch in length along edge of pavement, sidewalks, curbs, curb gutters, pavements, planting beds, and other such edges.

Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, including roads without curbs, with a minimum depth of 2 inches.

All paved areas and mulched beds shall be free of dirt, clippings, palm fronds, and debris after work is completed.

LEAVES

At certain times of the year leaves in turf may need to be removed with a vacuum to avoid having them accumulate in areas of the turf, or get blown into beds, parking lot islands or residential yards by the mowers. In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing the turf. Any areas requiring above normal leaf or moss removal will be noted in specs on per job basis.

FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIAL FLOWER BEDS

Note: Fertilization is not a requirement of this RFP. This specification of fertilization is provided if it is decided upon by the City, that treatments would be necessary and would be quoted as a separate request outside the normal scope of work.

St. Augustine/Floritam Turf:

There should be a minimum of four (4) applications of a complete, acid-forming commercial turf fertilizer applied to St. Augustine or Floritam Turf per year.

March (15-0-15): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product) There should be a minimum of 4% Iron, 6% Sulfur, and 2% each of Magnesium and Manganese. At least 25% of the Nitrogen should be in slow-release form such as poly coated, or sulfur coated area.

June (9-2-24): 9-2-24 with 6% Iron and 8 to 10% Sulfur (Lesco, or identical label) shall be applied at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product)

- This lower Nitrogen will reduce fast succulent growth and resulting clippings and reduce Chinch Bug occurrence in the summer months. The extra Iron and Sulfur will enable the turf to maintain a desirable green color without excessive top growth.

August (9-2-24): Same as in June with 9-2-24.

- The extra Potassium will help with drought and cold tolerance in dry and cold months.

October (15-0-15): Same as March with 15-0-15.

Bahia Turf:

There should be two (2) applications of complete commercial turf fertilizer to Bahia Turf areas per year.

March (16-4-8): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

September (9-2-24): 9-2-24 with 6% Iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.

- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 at the label rate, or another iron source should correct the problem.

SITE CLEANLINESS AND CONDITION

The City of Wildwood is a continuously growing and changing area. Development and construction will from time-to-time cause damage or will interrupt the routine maintenance program.

It is important that problems, or potential problems, which may be caused by these procedures, should be brought to the attention of the Public Works Department as soon as possible for action.

SUB CONTRACTING

The Contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

WORKFORCE

It is required that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible. Reflective safety vests should be worn at all times while performing work on City property and roadways.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

PARKING

Contractor vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection.

OFF ROADVEHICLES

These vehicles should never exceed 19 MPH. These vehicles (including trailers) shall ALL have an Agricultural triangle visibly attached to the rear of the vehicle. All vehicles (and trailers) will be marked to easily identify the company's name. These vehicles are prohibited to use the turf to travel and may only pull off in the turf to park in a safe area.

These vehicles will never impede resident traffic at any time.

SUPERVISION

The Contractor shall provide supervision of all maintenance and/or repair work being performed. Supervisors shall be able to communicate problems to the Public Works Departments at any time and shall be easily accessible to the at all times either via e-mail or phone.

A walk through with the Operations Supervisor may be required to cover work being accomplished, special needs or concerns, and other related information.

ADDITIONAL WORK

The City of Wildwood, for the areas under contract and other City owned or leased property, may request from time-to-time additional work of the Contractor. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

CHANGES

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case, other Contractors may be engaged for the change.

SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this scope of work will provide

the quality desired for the properties listed in each Exhibit. However, in the event it does not, the Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The Owner will review the appearance and quality of the grounds on a periodic basis. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrubs, which die due to Contractor's negligence, shall be replaced by the Contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Owners direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting, or hardscape features by the Contractor shall be repaired by the Contractor / vendor. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.

WARRANTY

Any work completed by the Contractor, to include new or replacement plants will have a minimum of a 1-year warranty.

EMPLOYEE REQUIREMENTS

Any workers applying fertilizer must be certified with Green Industry Best Management Practice. Any workers applying any pesticide will meet all requirements per the Florida Department of Agriculture and Consumer Services.

CONTRACTOR INVOICING

Invoicing for landscaping services performed, must be submitted to City of Wildwood within 30 days of completion of work. Invoices need to be submitted electronically to:

trigwood@wildwood-fl.gov and vhodges@wildwood-fl.gov

Performance Evaluation Ratings

City of Wildwood will periodically assess the performance of the Contractor's efforts for compliance. Where compliance is less than satisfactory, and whether the Contractor needs to provide a corrective action to reduce risk to City of Wildwood. The Public Works Director or designee will evaluate the reviewer's comments and any requests for corrective actions. City of Wildwood will provide the evaluation to the Contractor every quarter or as needed.

The performance evaluation scoring will consist of the following:

- 1- Unsatisfactory Performance-** This means the Contractor failed to abide by the contract and did not following applicable City of Wildwood codes, applicable standards/procedures, required excessive City involvement/oversight, and/or required the issuance of change orders to complete the project.
- 2- Satisfactory Performance/Minor Improvements Can Be Made-** This means the Contractor abided by the scope of the contract and followed applicable City of Wildwood codes and applicable standards/procedures, with minimal City involvement/oversight.
- 3- Above Satisfactory Performance-** Contractor abided by the scope of the contract following applicable City of Wildwood codes, applicable standards/procedures, and the City provided less than minimal City involvement/oversight.



641 SW 13th Street Ocala, FL 34471
Phone : 352 - 283 - 4683
Email: Melissa.Boyet_t@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.

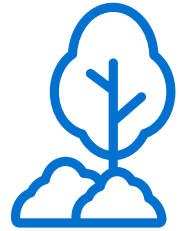
Enhancements
Sustainability
Water Management

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.

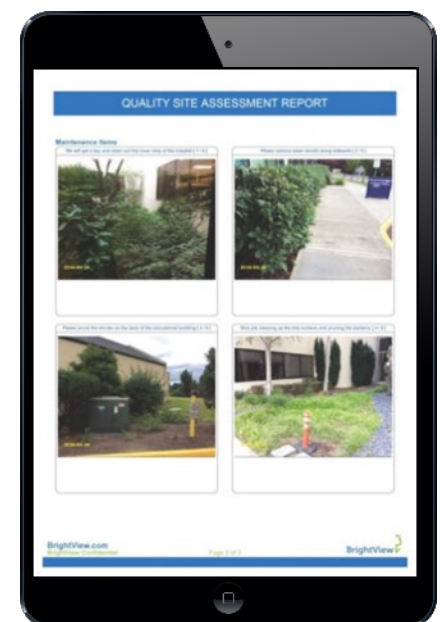
Our Standards of Excellence include:

- 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



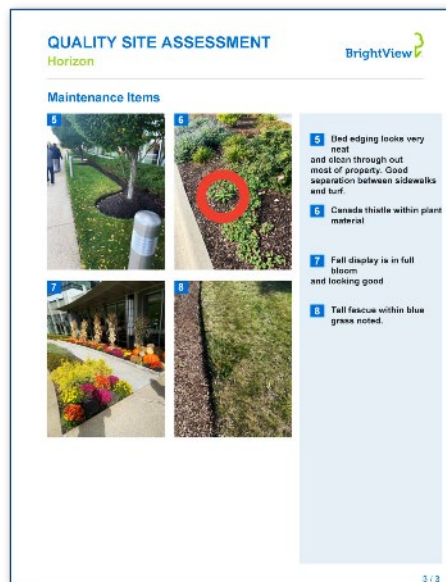


Quality Site Assessments

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

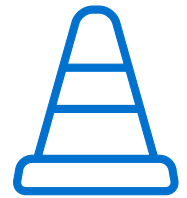


CUSTOMER SATISFACTION SURVEYS

- 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.

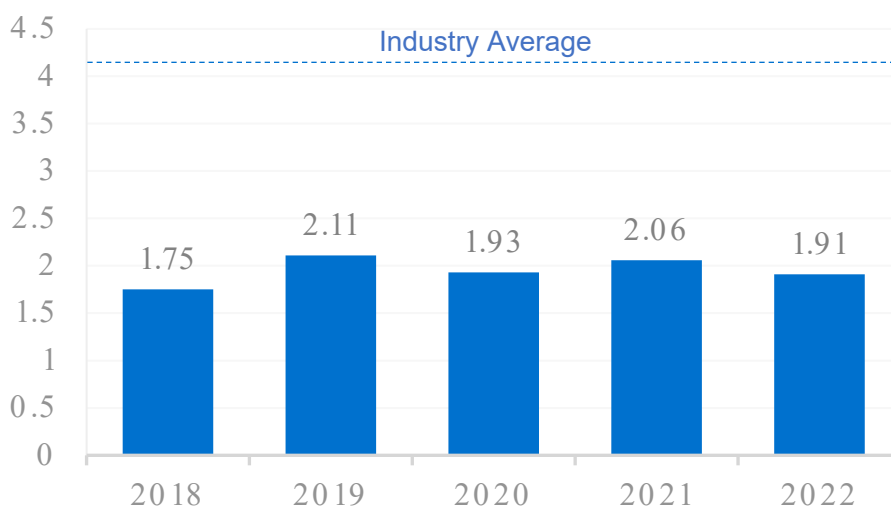


Personal Protective Equipment

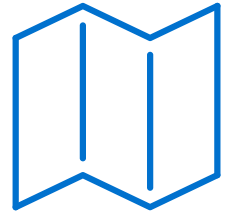
Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20

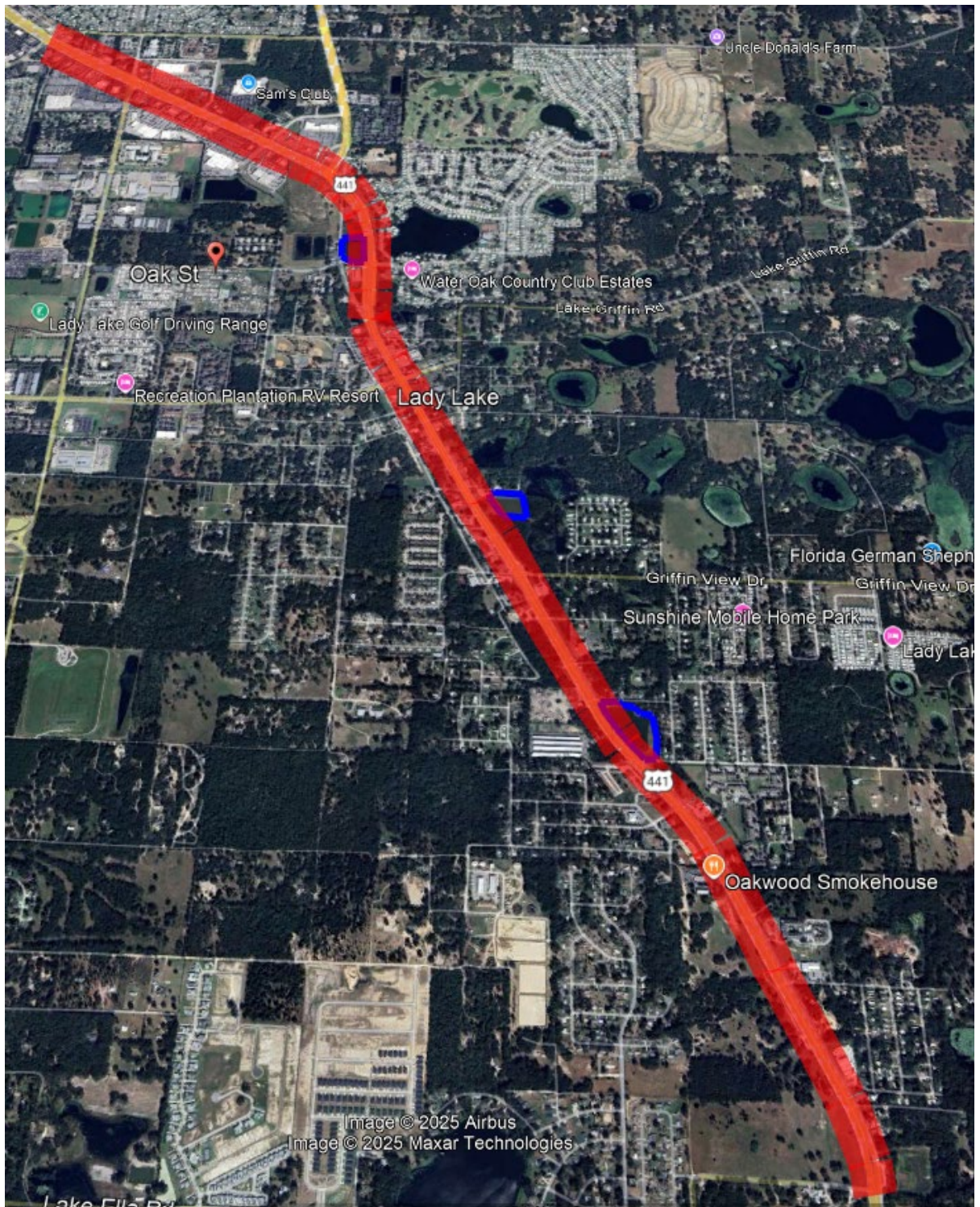


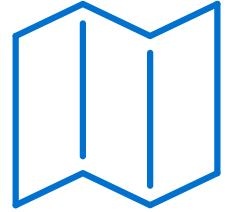
BrightView regularly performs better in safety than other landscape service providers.



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

*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
352.283.4683



TOWN COMMISSION MEETING AGENDA ITEM

TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Growth Management - Ordinance 2025-13 - Second and Final 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

2025-802

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.

At the October 6, 2025, meeting, the Town Commission voted 4-0 to approve Ordinance 2025-13 upon first reading.

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):

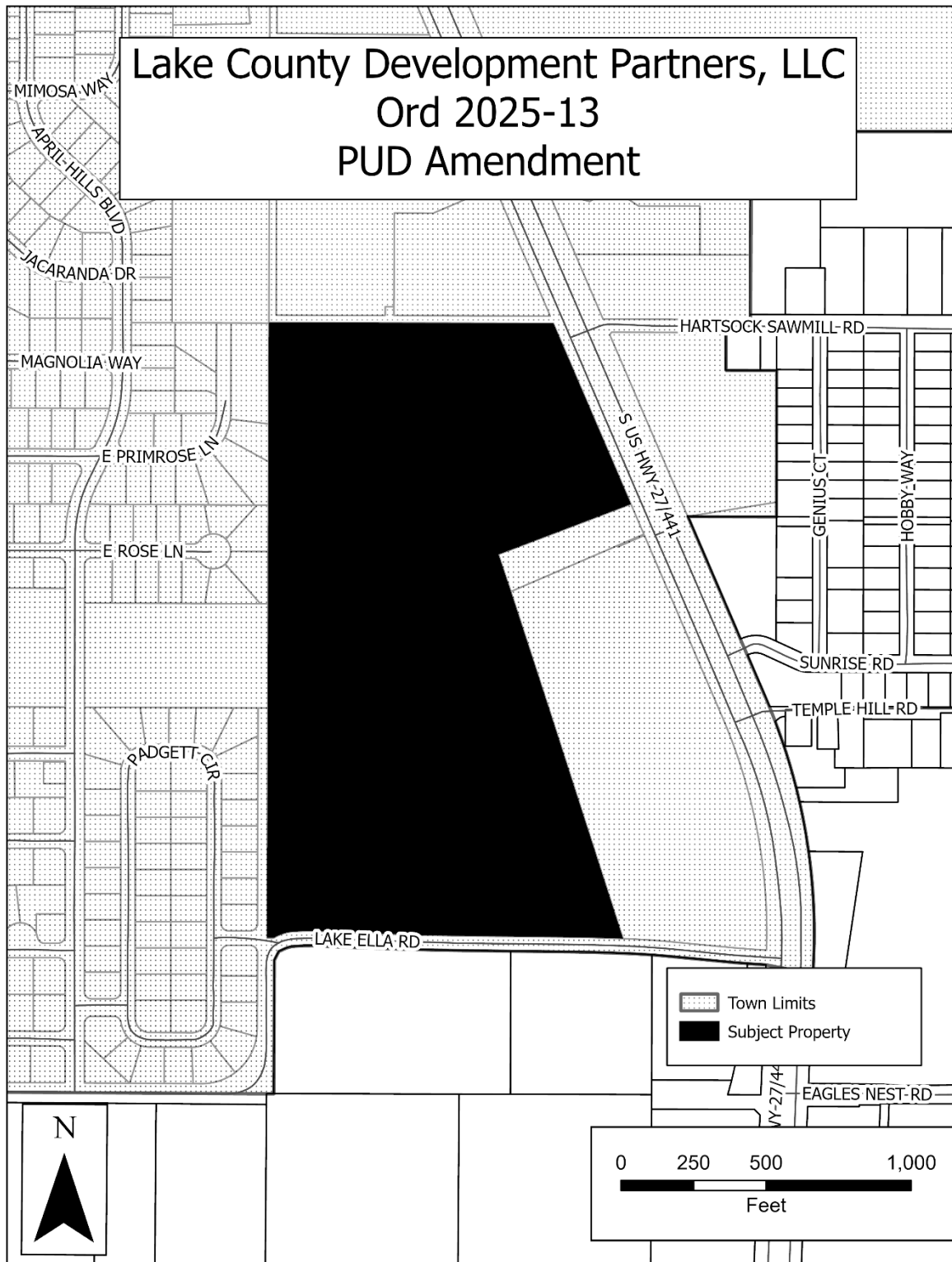
32 COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24
33 EAST, LAKE COUNTY FLORIDA; THENCE N.00°18'43"W., ALONG THE WEST LINE OF THE SE 1/4

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. TOGETHER WITH THE FOLLOWING NONEXCLUSIVE EASEMENT FOR
 ACCESS, ROADWAY AND UTILITIES:

HOTEL SITE CENTERLINE ACCESS EASEMENT DESCRIPTION:

ACCESS EASEMENT IS 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED
 CENTERLINE:,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; 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". 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.,
 76.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.89°40'11"E., A
 DISTANCE OF 277.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY,
 HAVING A RADIUS OF 800.00 FEET AND A DELTA ANGLE OF 23°30'19"; THENCE ALONG SAID
 CURVE AN ARC DISTANCE OF 328.19 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING
 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.





TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Legal Department — Ordinance 2025–14 - Second and Final 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. (Taylor Tremel)

AGENDA ITEM ID

2025-818

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.

On October 06, 2025, this ordinance was introduced. At tonight's meeting, the ordinance is on second and final reading to adopt.

STAFF RECOMMENDATION

Approval – Motion to approve Ordinance 2025-14

FISCAL IMPACT

N/A

FUNDING SOURCE

N/A

1 **DRAFT ORDINANCE 2025-14**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **AN ORDINANCE OF THE TOWN OF LADY LAKE, FLORIDA; PRESCRIBING**
4 **PROCEDURES AND FORMS FOR THE REASONABLE OPPORTUNITY TO BE**
5 **HEARD AT COMMISSION MEETINGS AND PLANNING ZONING MEETINGS,**
6 **PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES,**
7 **CODIFICATION, AND AN EFFECTIVE DATE.**

8 **WHEREAS,** the Town of Lady Lake (the “Town”) has determined that these procedures
9 and restrictions permitted by Section 286.0114 Florida Statutes will promote and protect the
10 general health, safety, and welfare of the public; and

11 **WHEREAS,** the Town may exercise any power for municipal purposes, except when
12 expressly prohibited by law, pursuant to §166.021 Florida Statutes; and

13 **WHEREAS,** the Town may adopt Ordinances pursuant to §166.041 Florida Statutes.

14 **NOW, THEREFORE, THE COMMISSION OF THE TOWN OF LADY LAKE HEREBY**
15 **ORDAINS:**

16
17 **Section 1. The Public’s Reasonable Opportunity to be Heard and Restrictions.**
18

19 (a) Right to be Heard. Pursuant to Section 286.0114, *Florida Statutes*, members of the public
20 shall be given a reasonable opportunity to be heard and allowed input on a proposition
21 before official action is taken by any Town Commission, Planning and Zoning Board or any
22 other board established by the Town Commission.

23 (b) Three (3) Minutes Restriction on the Right to be Heard. Public input shall be limited to
24 three (3) minutes per speaker. This right does not apply to: (1) An official act that must be
25 taken to deal with an emergency situation affecting the public health, welfare, or safety, if
26 compliance with the requirements would cause an unreasonable delay in the ability of the
27 Commission to act; (2) An official act involving no more than a ministerial act, including, but
28 not limited to, approval of minutes and ceremonial proclamations; (3) A meeting that is
29 exempt from Section 286.011, *Florida Statutes*; or (4) A meeting during which the board or
30 commission is acting in a quasi-judicial capacity. This Ordinance does not affect the right of a
31 person to be heard as otherwise provided by law.

32 (c) Time to be Heard. The Town Commission, Planning and Zoning Board or any other board
33 established by the Town Commission shall allow members of the public an opportunity to be
34 heard prior to taking official action on any proposition. Such opportunity to be heard need

not be provided at the same meeting in which official action on the proposition is to be made, but shall be provided at a meeting during the decision making process that is within a reasonable proximity in time to the meeting in which the board or committee takes official action. The Town Commission may, or may not, in its discretion, also have a public comment portion on its agenda where any member of the public can speak on any matter with the restrictions set forth in this Ordinance.

(d) Written Request to be Heard Required. Members of the public who wish to provide comment shall, as a condition precedent prior to providing public comment, must complete and deliver to the Town Clerk a speaker card on a form provided by the Town Clerk and then come before the Town Commission Planning and Zoning Board or any other board established by the Town Commission to speak during the designated period of time on the agenda. Members of the public requesting to be heard on a proposition may designate a representative to speak for them individually or to speak on behalf of a group of concerned citizens.

(e) Decorum. Any person making slanderous remarks, or who is boisterous and unruly, while addressing the Town Commission, Planning and Zoning Board, or any other board established by the Town Commission, may be required to leave the meeting after a warning and may be barred from further participation at the meeting from which they were ejected.

(e) Signs at Public Meetings. Signs being displayed at public meetings in any public building owned or leased by the Town of Lady Lake shall be of a size that they can be easily held and controlled by one person and are not mounted on posts, poles or other devices or extensions that could constitute a health or safety hazard to other attendees. In the alternative, signs may be displayed on a tripod in an area established for such display as part of a presentation to the Town Commission, Planning and Zoning Board, or any other board established by the Town Commission. No signs shall be mounted or adhered to any wall, window, door, pillar, support, post, elevator, or part of any building or structure of the Town of Lady Lake without the permission of the Town Manager or a designee.

Section 2. Severability.

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

of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 3. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Codification.

The provisions of this Ordinance shall be codified as and become part of the Codes of Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 5. Effective Date.

This Ordinance shall become effective upon adoption.

PASSED AND ORDAINED this ____ day of October, 2025, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

Ed Freeman, Mayor

ATTEST:

Kathleen Rosado, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney



TOWN COMMISSION MEETING AGENDA ITEM

TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Police Department - Ordinance 2025-17 - First Reading - Ordinance Amending the Town Of Lady Lake Police Officers' Retirement Trust Fund (Jason Brough)

AGENDA ITEM ID

2025-810

DEPARTMENT

Police

SUMMARY

On October 04, 2021, the Town adopted Ordinance No. 2021-20, amending the Town of Lady Lake Police Officers' Retirement Trust Fund. When this ordinance was adopted, the intent was to make the following changes:

1. Amend ONLY subsections (1), (2) and (3) of Section 10.5-36, Benefit Amounts and Eligibility. The remaining subsections were all inadvertently removed from and by Municode.
2. Amend ONLY subsections (1) and (3) of Section 10.5-38, Disability. The remaining subsections were all inadvertently removed and subsections (1) and (3) were re-numbered by Municode.
3. Amend ONLY the first paragraph of Section 10.5-39, Excess Premium Tax Revenues; Supplemental Share Account Benefit. The remaining sections of 10.5-39 were all inadvertently removed from Municode.
4. On May 5, 2025, the Town adopted Ordinance 2025-06, further amending the Town of Lady Lake Police Officers' Retirement Trust Fund. When this ordinance was adopted, one subsection from Section 10.5-36 was added back in.

The purpose of this proposed ordinance, at the direction of the Town's Attorney, was to make the necessary additions/corrections to the Police Officers' Retirement Trust Fund that were inadvertently removed or renumbered incorrectly.

With the changes presented in this corrective ordinance, the terms of the Police Officers' Retirement Trust Fund accurately reflect the provisions of the Plan.

Note: Public Hearing and final reading on November 03, 2025.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2025-17.

FISCAL IMPACT

N/A

FUNDING SOURCE

N/A

DRAFT ORDINANCE 2025-17

TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 10.5, PENSIONS AND RETIREMENT, ARTICLE III, POLICE OFFICERS' RETIREMENT TRUST FUND, OF THE CODE OF ORDINANCES OF THE TOWN OF LADY LAKE, TO CORRECT SCRIVENERS' ERRORS BY RESTORING SECTION 10-5.36, BENEFIT AMOUNTS AND ELIGIBILITY; RESTORING SECTION 10-5-38, DISABILITY; RESTORING SECTION 10-5-59, EXCESS PREMIUM TAX REVENUES; SUPPLEMENTAL SHARE ACCOUNT BENEFIT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lady Lake ("Town") has a pension system for the Police Officers employed by the Town known as the Town of Lady Lake Police Officers' Retirement Trust Fund ("System");

WHEREAS, the Town finds cause to correct scriveners' codification errors when Ordinance No. 2021-20 was adopted on October 4, 2021 and submitted to the Town's codification provider, and wishes to correct subsequent numbering issues when Ordinance No. 2025-06 was subsequently adopted on May 5, 2025; and

WHEREAS, the Town desires to restate the Sections to correct the scriveners' errors created when Ordinances 2021-20 and 2025-06 were codified, including restoration of the original wording for Section 10-6.36(4); and

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lady Lake, Florida;

SECTION 1: That Chapter 10.5, Pensions and Retirement, Article III, Police Officers' Retirement Trust Fund, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending section 10.5-36, Benefit Amounts and Eligibility, to read as follows, with deleted language stricken and added language underlined:

Sec. 10-5.36 - Benefit Amounts and Eligibility.

- (1) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of eight (8) years of credited service or the completion of twenty (20) years of credited service

regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become one hundred (100) percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the town on or after the normal retirement date.

(2) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal 3.3 percent of average final compensation, for each year of credited service earned prior to October 1, 2021, and shall equal 3.5 percent of average final compensation for each year of credited service on and after October 1, 2021. A member, excluding vested terminated persons, retiring hereunder on or after his normal retirement date shall also receive a supplemental benefit equal to two hundred dollars (\$200.00) per month.

(3) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of eight (8) years of credited service years. Early retirement under the system is retirement from employment with the town on or after the early retirement date and prior to the normal retirement date.

~~(4) *Early Retirement Benefits.* The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:~~

~~———— (a) Beginning on the date on which you would have qualified for normal retirement; or~~

~~———— (b) Beginning immediately upon attaining the early retirement age, but the amount of the monthly benefit is reduced by 3% for each year by which the commencement of benefits precedes the date which would have been your normal retirement date had you continued employment as a Police Officer.~~

(4) *Early retirement benefit.* A member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

(a) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a police officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or

(b) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph (a) above, reduced by three (3) percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a police officer.

(5) *Cost-of-Living Adjustment.* Any member who retires on normal retirement on or after October 1, 2024 is entitled to a 1% cost-of-living adjustment on their normal retirement benefit each October 1 following the one-year anniversary of their retirement date. Members who retire on Early Retirement, Disability Retirement, Pre-Retirement Death benefits, or Vested Terminated retirement are not entitled to the COLA. It is the intent that this benefit is paid for the lifetime of the member and their joint annuitant/beneficiary.

(6) *Required Distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½) or the calendar year in which the member terminates employment with the town.

SECTION 2: That Chapter 10.5, Pensions and Retirement, Article III, Police Officers' Retirement Trust Fund, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending section 10.5-38, Disability, to read as follows, with deleted language ~~stricken~~ and added language underlined:

Sec. 10.5-38. Disability.

(1) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 3.3 percent of his average final compensation multiplied by the total years

of credited service for performance prior to October 1, 2021, and 3.5 percent of his average final compensation multiplied by the total years of credited service for performance on and after October 1, 2021, but in any event the minimum amount paid to the member shall be forty-two (42) percent of the average final compensation of the member. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the town for medical reasons may apply for a disability within thirty (30) days after termination.

(2) *In-line of duty presumptions.*

(a) *Presumption.* Any condition or impairment of health of a member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

(b) *Additional presumption.* The presumption provided for in this paragraph (b) shall apply only to those conditions described in this paragraph (b) that are diagnosed on or after January 1, 1996.

1. *Definitions.* As used in this subsection (2)(b), the following definitions apply:

a. *"Body fluids"* means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

b. *"Emergency rescue or public safety member"* means any member employed full time by the town as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of

occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety member does not include any person employed by a public hospital licensed under Chapter 395, Florida Statutes, or any person employed by a subsidiary thereof.

c. "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

d. "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:

(i) Provides emergency medical treatment in a nonhealthcare setting where there is a potential for transfer of body fluids between persons;

(ii) At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

(iii) Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

(iv) Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

e. "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an

1 exposure that occurs during the performance of job
2 duties that may place a worker at risk of infection.

3 2. *Presumption.* Any emergency rescue or public safety member
4 who suffers a condition or impairment of health that is caused
5 by hepatitis, meningococcal meningitis, or tuberculosis, that
6 requires medical treatment, and that results in total or partial
7 disability or death shall be presumed to have a disability
8 suffered in the line of duty, unless the contrary is shown by
9 competent evidence; however, in order to be entitled to the
10 presumption, the member must, by written affidavit as provided
11 in Section 92.50, Florida Statutes, verify by written declaration
12 that, to the best of his knowledge and belief:

13 a. In the case of a medical condition caused by or derived
14 from hepatitis, he has not:

15 (i) Been exposed, through transfer of bodily fluids,
16 to any person known to have sickness or
17 medical conditions derived from hepatitis,
18 outside the scope or his employment;

19 (ii) Had a transfusion of blood or blood components,
20 other than a transfusion arising out of an
21 accident or injury happening in connection with
22 his present employment, or received any blood
23 products for the treatment of a coagulation
24 disorder since last undergoing medical tests for
25 hepatitis, which tests failed to indicate the
26 presence of hepatitis;

27 (iii) Engaged in unsafe sexual practices or other
28 high-risk behavior, as identified by the Centers
29 for Disease Control or the Surgeon General of
30 the United States or had sexual relations with a
31 person known to him to have engaged in such
32 unsafe sexual practices or other high-risk
33 behavior; or

34 (iv) Used intravenous drugs not prescribed by a
35 physician.

36 b. In the case of meningococcal meningitis, in the ten (10)
37 days immediately preceding diagnosis he was not
38 exposed, outside the scope of his employment, to any

1 person known to have meningococcal meningitis or
2 known to be an a symptomatic carrier of the disease.

3 c. In the case of tuberculosis, in the period of time since
4 the member's last negative tuberculosis skin test, he
5 has not been exposed, outside the scope of his
6 employment, to any person known by him to have
7 tuberculosis.

8 3. Immunization. Whenever any standard, medically recognized
9 vaccine or other form of immunization or prophylaxis exists for
10 the prevention of a communicable disease for which a
11 presumption is granted under this Section, if medically
12 indicated in the given circumstances pursuant to immunization
13 policies established by the Advisory Committee on
14 Immunization Practices of the U.S. Public Health Service, an
15 emergency rescue or public safety member may be required
16 by the town to undergo the immunization or prophylaxis unless
17 the member's physician determines in writing that the
18 immunization or other prophylaxis would pose a significant risk
19 to the member's health. Absent such written declaration, failure
20 or refusal by an emergency rescue or public safety member to
21 undergo such immunization or prophylaxis disqualifies the
22 member from the benefits of the presumption.

23 4. Record of exposures. The town shall maintain a record of any
24 known or reasonably suspected exposure of an emergency
25 rescue or public safety member in its employ to the disease
26 described in this section and shall immediately notify the
27 member of such exposure. An emergency rescue or public
28 safety member shall file an incident or accident report with the
29 town of each instance of known or suspected occupational
30 exposure to hepatitis infection, meningococcal meningitis, or
31 tuberculosis.

32 5. Required medical tests; preemployment physical. In order to
33 be entitled to the presumption provided by this section:

34 a. An emergency rescue or public safety member must,
35 prior to diagnosis, have undergone standard, medically
36 acceptable tests for evidence of the communicable
37 disease for which the presumption is sought, or
38 evidence of medical conditions derived therefrom,
39 which tests fail to indicate the presence of infection. this
40

paragraph does not apply in the case of meningococcal meningitis.

- b. On or after June 15, 1995, an emergency rescue or public safety member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

~~(2)(3)~~ *Disability benefits not-in-line of duty.* Any member with eight (8) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 3.3 percent of his average final compensation multiplied by the total years of credited service for performance prior to October 1, 2021, and 3.5 percent of his average final compensation multiplied by the total years of credited service for performance on and after October 1, 2021. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the town for medical reasons may apply for a disability within thirty (30) days after termination.

(4) *Conditions disqualifying disability benefits.* Each member who is claiming disability benefits shall establish, to the satisfaction of the board, that such disability was not occasioned primarily by:

- (a) Excessive or habitual use of any drugs, intoxicants or narcotics.
- (b) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (c) Injury or disease sustained while serving in any branch of the armed forces.
- (d) Injury or disease sustained by the member after his employment as a police officer with the Town of Lady Lake shall have terminated.
- (e) Injury or disease sustained by the Member while working for anyone other than the Town and arising out of such employment.

(5) *Physical examination requirement.* A member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the board for that purpose. The board shall not select the member's treating physician or surgeon for this purpose except in an unusual case where the board determines that it would be reasonable and prudent to do so.

Any retiree receiving disability benefits under provisions of this article may be required by the board to submit sworn statements of his condition accompanied by a physician's statement (provided at the retiree's expense) to the board annually and may be required by the board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the board, to determine if such disability has ceased to exist. If the board finds that the retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a police officer, the board shall recommend to the town that the retiree be returned to performance of duty as a police officer, and the retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or reexamination of the member claiming or the retiree receiving disability benefits shall be borne by the fund. All other reasonable costs as determined by the board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the fund.

If the retiree recovers from disability and reenters the service of the town as a police officer, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the town will not be considered as credited service for the purposes of the system.

The board shall have the power and authority to make the final decisions regarding all disability claims.

(6) *Disability payments.* The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- (a) If the retiree recovers from the disability, the payment due next preceding the date of such recovery; or
- (b) If the retiree dies without recovering from disability, the payment due next preceding his death or the one hundred twentieth monthly payment, whichever is later.

1 Provided, however, the disability retiree may select, at any time prior to the
 2 date on which benefit payments begin, an optional form of benefit payment as described
 3 in section 10.5-40(1)(a) or (1)(b), which shall be the actuarial equivalent of the normal form
 4 of benefit.

5 (7) *Workers' compensation.* When a retiree is receiving a disability pension and
 6 workers' compensation benefits pursuant to Chapter 440, Florida Statutes, for the same
 7 disability, and the total monthly benefits received from both exceed one hundred (100)
 8 percent of the member's average monthly wage, as defined in Chapter 440, Florida
 9 Statutes, the disability pension benefit shall be reduced so that the total monthly amount
 10 received by the retiree does not exceed one hundred (100) percent of such average
 11 monthly wage. The amount of any lump sum workers' compensation payment shall be
 12 converted to an equivalent monthly benefit payable for ten (10) years certain by dividing
 13 the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the
 14 disability pension benefit be reduced below the greater of forty-two (42) percent of Average
 15 final compensation or two (2.0) percent of average final compensation times years of
 16 credited service.

17
 18 **SECTION 3:** That Chapter 10.5, Pensions and Retirement, Article III, Police Officers'
 19 Retirement Trust Fund, of the Code of Ordinances of the Town of Lady Lake, is hereby
 20 amended by amending section 10.5-59, Excess Premium Tax Revenues; Supplemental
 21 Share Account Benefit, to read as follows, with deleted language ~~stricken~~ and added
 22 language underlined:

23 **Sec. 10.5-59. - Excess premium tax revenues; supplemental share account benefit.**

24 There is hereby established an additional plan component to provide special
 25 benefits in the form of a supplemental retirement, termination, death and disability benefits
 26 to be in addition to the benefits provided for in the previous sections of this plan, such
 27 benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax
 28 monies for each plan year which are allocated to this supplemental defined contribution
 29 component for special benefits as provided for in Section 185.35, Florida Statutes. As of
 30 October 1, 2017, there is mutual consent of the members' collective bargaining
 31 representative and the municipality to use premium tax revenues in the manner described
 32 herein. Of the additional premium tax revenues received for the 2021 calendar year and
 33 each subsequent year that are in excess of one hundred ten thousand dollars
 34 (\$110,000.00), the amount received for the 2021 calendar year, fifty (50) percent must be
 35 used to reduce any unfunded liabilities of the plan and fifty (50) percent must be placed in
 36 a defined contribution plan component. If there is no unfunded actuarial accrued liability
 37 as of the most recent actuarial valuation report, then the fifty (50) percent that was to be
 38 used to reduce any unfunded liabilities of the plan will be used to reduce the town's funding

requirement for that year. Amounts allocated to this supplemental component ("share plan"), if any, shall be further allocated to the members as set forth herein.

(a) Individual Member Share Accounts. The board shall create individual "member share accounts" for all persons who were actively employed plan members as of October 1, 2017 and maintain appropriate books and records showing the respective interest of each member hereunder. Each member shall have a member share account for his share of the F.S. Chapter 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts; however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) Share Account Funding.

(1) Individual member share accounts shall be established as of September 30, 2017 for all members who were actively employed as of October 1, 2017 and for each member who becomes employed thereafter. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies, which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2018.

(2) Any forfeitures as provided in subsection (d), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (c)(1).

(c) Allocation of Monies to Share Accounts.

(1) Allocation of Chapter 185 Contributions.

a. Effective as of October 1, 2017, the amount of any premium tax monies allocated to the share plan shall be allocated to individual member share accounts as provided for in this subsection. Members retiring on or after October 1, 2017 and prior to September 30, 2018 shall receive an allocation. In addition, all premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date").

b. On each valuation date, each current actively employed member of the plan with a minimum of one year of credited service and each retiree with at least one year of credited

service who retires in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a vested member who died during the plan year ending on the valuation date (not including terminated persons) and is otherwise eligible shall receive a share allocation as follows:

(i) The total funds subject to allocation on each valuation date shall be allocated to each member share account of those eligible for an allocation in an amount equal to the total funds divided by the number of all individuals to whom allocations are being made.

(ii) For the purposes of establishing and maintaining share accounts, re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

(2) *Allocation of Investment Gains and Losses.* On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage, which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees. Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date. For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

(3) *Allocation of Costs, Fees and Expenses.* On each valuation date, each individual member share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual

member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

(4) *No Right to Allocation.* The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

(5) Members shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) *Eligibility for Benefits.* Any member (or his beneficiary) who terminates employment as a police officer with the Town or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

(1) *Retirement Benefit.*

a. A member shall be entitled to 100% of the value of his share account upon normal or early retirement pursuant to Section 10.5-36.

b. Such payment shall be made as provided in subsection (e).

(2) *Termination Benefit.*

a. In the event that a Share Member's employment as a police officer is terminated before attaining 10 years of credited service or separates from the Town employment after attaining 10 years of credited service but elects to receive a refund of member contributions in lieu of any benefit from the Share Program, the member shall forfeit his or her share account balance, and the account balance shall be added to the available funds for the next following, and reallocated to other Share Program member accounts.

b. Such payment shall be made as provided in subsection (e).

(3) *Disability Benefit.*

a. In the event that a member is determined to be eligible for a disability benefit pursuant to Section 10.5-38, he shall be entitled to 100% of the value of his share account.

b. Such payment shall be made as provided in subsection (e).

(4) *Death Benefit.*

a. In the event that a member dies while actively employed as a police officer, 100% of the value of his member share account shall be paid to his designated Beneficiary as provided in Section 10.5-37.

b. Such payment shall be made as provided in subsection (e).

(e) *Payment of Benefits.* If a member terminates employment and is eligible under Termination Benefit (2) (a) or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account if eligible shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than 150 days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

(f) *Benefits Not Guaranteed.* All benefits payable under this Section 10.5-59 shall be paid only from the assets accounted for in individual member share accounts. Neither the Town nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the member share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(g) *Notional account.* The member share account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from employment. The member has no control over the investment of the share account.

(h) *No employer discretion.* The share account benefit is determined pursuant to a specific formula, which does not involve employer discretion.

(i) *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code.

(j) *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

Section 4: Severability.

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

Section 5. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Codification.

The provisions of this Ordinance shall be codified and become part of the Code of Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 7. Effective Date.

This ordinance shall become effective immediately upon adoption by the Town Commission of the Town of Lady Lake, except as provided otherwise in the Ordinance.

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

1
2 Attest:
3
4
5
6

7 _____
8 Kathleen Rosado, Town Clerk
9

10 Approved as to form:
11
12
13
14

15 _____
16 Derek Schroth, Town Attorney
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

09-30-25.ORD

ORDINANCE 2021-20
TOWN OF LADY LAKE, FLORIDA

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE FL 32159

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 10.5, PENSIONS AND RETIREMENT, ARTICLE III, POLICE OFFICER'S RETIREMENT TRUST FUND, OF THE CODE OF ORDINANCES OF THE TOWN OF LADY LAKE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lady Lake police officers are presently provided pension benefits pursuant to Chapter 185, Florida Statutes, and Ordinances of the Town of Lady Lake; and

WHEREAS the following proposed changes have been approved and recommended by the Board of Trustees of the plan.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Lady Lake, Florida, as follows:

SECTION 1. Chapter 10.5, Pensions and Retirement, Article III, Police Officer's Retirement Trust Fund, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending Section 10.5-35- Benefit amounts and eligibility, Section 10.5-38- Disability, Section 10.5-39- Vesting, Section 10.5-45- Maximum pension, Section 10.5-46- Minimum distribution of benefits, and the first paragraph of Sec. 10.5-59- Excess premium tax revenues; supplemental share account benefit, to read as follows:

Sec. 10.5-36 – Benefit amounts and eligibility

(1) Normal retirement date. A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age 55 and the completion of eight years of credited service or the completion of 20 years of credited service regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the town on or after the normal retirement date.

(2) Normal retirement benefit. A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal 3.3 percent of average final compensation, for each year of credited service earned prior to October 1, 2021, and shall equal 3.5 percent

of average final compensation for each year of credited service on and after October 1, 2021. A member, excluding vested terminated persons, retiring hereunder on or after his normal retirement date shall also receive a supplemental benefit equal to \$200.00 per month.

(3) Early retirement date. A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of eight years of credited service years. Early retirement under the system is retirement from employment with the town on or after the early retirement date and prior to the normal retirement date.

Sec. 10.5-38. – Disability

(1) Disability benefits in-line of duty. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 3.3 percent of his average final compensation multiplied by the total years of credited service for performance prior to October 1, 2021, and 3.5 percent of his average final compensation multiplied by the total years of credited service for performance on and after October 1, 2021, but in any event the minimum amount paid to the member shall be 42% of the average final compensation of the member. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the town for medical reasons may apply for a disability within 30 days after termination.

(3) Disability benefits not-in-line of duty. Any member with eight years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 3.3 percent of his average final compensation multiplied by the total years of credited service for performance prior to October 1, 2021, and 3.5 percent of his average final compensation multiplied by the total years of credited service for performance on and after October 1, 2021. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the town for medical reasons may apply for a disability within 30 days after termination.

Sec. 10.5-39 Vesting.

If a member terminates his employment as a police officer after the effective date of this ordinance, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(1) If the member has less than eight years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions, or the member may leave it deposited with the fund.

(2) If the member has eight or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.

Sec. 10.5-46.- Minimum distribution of benefits

(1) General rules.

(a) Effective date. Effective as of January 1, 1989, the plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the plan is also subject to the specific provisions contained in this section. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(b) Precedence. The requirements of this section will take precedence over any inconsistent provisions of the plan.

(c) TEFRA Section 242(b)(2), Elections. Notwithstanding the other provisions of this section other than this subsection (1)(c), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

(2) Time and manner of distribution.

(a) Required beginning date. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the calendar year in which the member attains age 70½, 72, or the calendar year in which the member terminates employment with the town.

(b) Death of member before distributions begin. If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

1. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 70½, 72, if later, as the surviving spouse elects.
2. If the member's surviving spouse is not the member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died.
3. If there is no designated beneficiary as of September 30 of the year following the year of the member's death, the member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.
4. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (2)(b), other than subsection (2)(b)1., will apply as if the surviving spouse were the member.

For purposes of this subsections (2)(b) and (5), distributions are considered to begin on the member's required beginning date or, if subsection (2)(b)4., applies, the date of distributions are required to begin to the surviving spouse under subsection (2)(b)1. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (2)(b)1.), the date distributions are considered to begin is the date distributions commence.

(c) Death after distributions begin. If the member dies after the required distribution of benefits has begun, the remaining portion of the member's interest must be

distributed at least as rapidly as under the method of distribution before the member's death.

(d) Form of distribution. Unless the member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with this section. If the member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the code and Treasury regulations. Any part of the member's interest which is in the form of an individual account described in Section 414(k) of the code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the code and Treasury regulations that apply to individual accounts.

(3) Determination of amount to be distributed each year.

(a) General requirements. If the member's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

1. The annuity distributions will be paid in periodic payments made at intervals not longer than one year.
2. The member's entire interest must be distributed pursuant to Section 10.5-36, Section 10.5-37, Section 10.5-39, or Section 10.5-40 (as applicable) and in any event over a period equal to or less than the member's life or the lives of the member and a designated beneficiary, or over a period not extending beyond the life expectancy of the member or of the member and a designated beneficiary. The life expectancy of the member, the member's spouse, or the member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

(b) Amount required to be distributed by required beginning date. The amount that must be distributed on or before the member's required beginning date (or, if the member dies before distributions begin, the date distributions are required to begin under section 10.5-37) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All the member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the member's required beginning date.

(c) Additional accruals after first distribution calendar year. Any additional benefits accruing to the member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(4) General distribution rules.

(a) The amount of an annuity paid to a member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

(b) The death and disability benefits provided by the plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(i) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25 percent of the cost for all the members' benefits received from the retirement system.

(5) Definitions.

(a) Designated beneficiary. The individual who is designated as the beneficiary under the plan and is the designated beneficiary under Section 401(a)(9) of the code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the member's required beginning date. For distributions beginning after the member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to section 10.5-37.

Sec. 10.5-59. - Excess premium tax revenues; supplemental share account benefit.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental defined contribution component for special benefits as provided for in Section 185.35, Florida Statutes. As of October 1, 2017, there is mutual consent of the members' collective bargaining representative and the municipality to use premium tax revenues in the manner described herein. Of the additional

premium tax revenues received for the 2021 calendar year and each subsequent year that are in excess of \$110,000.00, the amount received for the 2021 calendar year, 50 percent must be used to reduce any unfunded liabilities of the plan and 50 percent must be placed in a defined contribution plan component. If there is no unfunded actuarial accrued liability as of the most recent actuarial valuation report, then the 50 percent that was to be used to reduce any unfunded liabilities of the plan will be used to reduce the town's funding requirement for that year. Amounts allocated to this supplemental component ("share plan"), if any, shall be further allocated to the members as set forth herein.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the Town of Lady Lake, Florida.

SECTION 3. All ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5. That this Ordinance shall become effective upon its adoption.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ORDAINED this 4th day of **October, 2021**, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the second and final reading.

Town of Lady Lake, Florida

Ruth Kussard
Ruth Kussard, Mayor

Attest:

Nancy Slaton
Nancy Slaton, Town Clerk

Approved as to form:

Derek Schroth
Derek Schroth, Town Attorney



ORDINANCE 2025-06 TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; AMENDING SECTION 10.5-36 BENEFIT AMOUNTS AND ELIGIBILITY TO ADD THE DETAILS OF THE EARLY RETIREMENT BENEFIT CALCULATION AND TO ADD A COST-OF-LIVING ADJUSTMENT IN COMPLIANCE WITH THE COLLECTIVE BARGAINING AGREEMENT; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lady Lake ("Town") has a pension system for the Police Officers employed by the Town known as the Town of Lady Lake Police Officers' Retirement Trust Fund ("System");

WHEREAS, the Town and the North Center Florida Police Benevolent Association have entered into a collective bargaining agreement which provides for a cost-of-living adjustment ("COLA") for Police Officers who retire on or after October 1, 2024;

WHEREAS, pursuant to Florida Statutes §447.309, it is necessary to amend the System plan document to incorporate the provisions of the COLA into the benefits;

WHEREAS, the method for calculation for the Early Retirement needs to be added to the Plan;

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lady Lake, Florida:

Section 1. Amendment of Section 10.5-36.

Chapter 10.5, Article III, Sec. 10.5-36 of the Code of Ordinances of the Town of Lady Lake, Florida is hereby amended to read as follows with deleted language ~~struck out~~ and underlined language added:

Sec. 10.5-36. Benefit amounts and eligibility.

(1) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age fifty-five (55) and the completion of eight (8) years of credited service or the completion of twenty (20) years of credited service regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become one hundred (100) percent vested in his accrued benefit on the member's normal retirement date. Normal

retirement under the system is retirement from employment with the town on or after the normal retirement date.

(2) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal 3.3 percent of average final compensation, for each year of credited service earned prior to October 1, 2021, and shall equal 3.5 percent of average final compensation for each year of credited service on and after October 1, 2021. A member, excluding vested terminated persons, retiring hereunder on or after his normal retirement date shall also receive a supplemental benefit equal to two hundred dollars (\$200.00) per month.

(3) *Early retirement date.* A member may retire on his early retirement date, which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of eight (8) years of credited service years. Early retirement under the system is retirement from employment with the town on or after the early retirement date and prior to the normal retirement date.

(4) **Early Retirement Benefits. The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:**

- (a) **Beginning on the date on which you would have qualified for normal retirement; or**
- (b) **Beginning immediately upon attaining the early retirement age, but the amount of the monthly benefit is reduced by 3% for each year by which the commencement of benefits precedes the date which would have been your normal retirement date had you continued employment as a Police Officer.**

(5) **Cost-of-Living Adjustment. Any member who retires on normal retirement on or after October 1, 2024 is entitled to a 1% cost-of-living adjustment on their normal retirement benefit each October 1 following the one-year anniversary of their retirement date. Members who retire on Early Retirement, Disability Retirement, Pre-Retirement Death Benefits, or Vested Terminated retirement are not entitled to the COLA. It is the intent that this benefit is paid for the lifetime of the member and their joint annuitant/beneficiary.**

Section 2. Severability.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this ordinance; and it shall be construed to have been the Town

Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 3. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Codification.

The provisions of this Ordinance shall be codified and become part of the Code of Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 5. Effective Date.

This ordinance shall become effective immediately upon adoption by the Town Commission of the Town of Lady Lake, except as provided otherwise in the Ordinance.

PASSED AND ORDAINED by the Town Commission of the Town of Lady Lake, Florida, this 5th day of May, 2025.

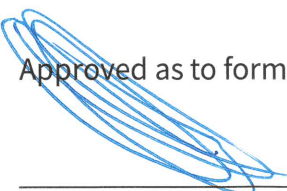
Town of Lady Lake, Florida


Ed Freeman, Mayor

Attest:


Nancy Wilson, Town Clerk

Approved as to form:


Derek Schroth, Town Attorney

