



TOWN COMMISSION MEETING AGENDA TOWN OF LADY LAKE, FLORIDA

All interested persons are cordially invited to attend this public meeting.

DATE AND TIME

Monday, August 5, 2024, 6:00 PM

PLACE

Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake

PROCEDURE

Citizens are encouraged to participate in the Town of Lady Lake meetings. Citizen groups are asked to name a spokesperson. Speakers will be limited to three minutes. Additional time may be granted at the Mayor's discretion. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.

CALL TO ORDER

INVOCATION

Reverend Jim Keough

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

A. **PROCLAMATION**
National Clown Week

B. **ANNOUNCEMENT**
Qualifying period for 2024 Elections is between August 12th at noon and August 16th at noon.

C. **CONSENT**

1. July 15, 2024 – Town Commission Minutes (Carol Osborne)
2. Review of the Lady Lake Dog Park Association's Proposed Lease. (Mike Burske)
3. Review of the Lady Lake Historical Society's Proposed Lease. (Mike Burske)
4. Review of the Lady Lake Soccer Association's Proposed Lease. (Mike Burske)
5. Review of the Lady Lake Little League's Proposed Lease. (Mike Burske)
6. Review of the Lady Lake Chamber of Commerce's Proposed Lease. (Mike Burske)
7. Review of the Kiwanis Club of Lady Lake Caboose at Log Cabin Park Lease Agreement (Mike Burske)
8. Consideration of Approval of the Third Amendment to the Interlocal Agreement between Lake County and the Town of Lady Lake Relating to the Provision of Library Services. (Aly Herman/Nancy Brock)

D. NEW BUSINESS

1. Consideration of Approval to Revise the Human Resources Manual Related to the Paid Time Off (PTO) Policy for General Employees - tabled from July 15, 2024, meeting (Bill Lawrence)
2. Consideration of Allowing Ralph Jones to Give Pickleball Lessons on the Lady Lake Tennis and Pickleball Courts. (Mike Burske)
3. Discussion and consensus of the Tentative Millage Rate and to Set Proposed Dates, Time, and Place for the First Public Hearing for the Tentative Millage Rate and Budget, and for the Second Public Hearing for the Final Millage Rate and Budget (Pam Winegardner)
4. Consideration of Approval to Award Requests for Proposal (RFP) 2023-0002 for Enterprise Resource Planning (ERP) Software to Springbrook, LLC (John Pearl)
5. Consideration of Approval to Award RFP 2024-001 for Construction Services for the Addition and Renovations to the Lady Lake Library. (Thad Carroll)

E. TOWN ATTORNEY'S REPORT

1. Ordinance 2024-18 - Second and Final Reading - An Ordinance Amending the Zoning Classification for Certain Property Being Approximately 0.51 Acres Owned by Properties of the Yarn Lady, LLC, Located on the South Side of

Oak Street, Approximately 375 Feet West of the Intersection of Oak Street and Teague Trail, Addressed as 304 Oak Street Within the Town Limits of Lady Lake, Florida; Amending the Current Entitlements of the Planned Commercial (CP) Memorandum of Agreement; Providing for Severability; Establishing an Effective Date. (Thad Carroll)

2. Resolution No. 2023-116 – Variance - First and Final Reading - A Resolution Granting a Variance to Allow Additional Wall Signs on the North Facade of the Proposed 45,603 Square Foot Retail Grocery Store in Accordance with the Provisions of Chapter 17, Section 17-4. b). 2)., of the Town of Lady Lake Land Development Regulations, on Property Owned by SK Hammock Oaks, LLC, on Property Being Approximately 20.4 Acres of Land, Located at the Southeast Corner of the Intersection of Cherry Lake Road and Highway 466, Within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)
3. Resolution 2024-106 – Variance – First and Final Reading - Hammock Oaks Commercial Site - Historic Tree Removal – Pursuant to Chapter 10, Section 10-5). c).3). A., of the Land Development Regulations (LDRs) to allow for the removal of two viable historic trees located on 20.43 acres at the southeast corner of the intersection of Cherry Lake Road and Highway 466, owned by SK Hammock Oaks, LLC, within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)
4. Resolution 2024-107 - Declaration of Qualifying Dates for the Office of Town Commissioner for Wards Two and Four for the November 5, 2024 General Election; and Authorization to Request that the Lake County Supervisor of Elections Conduct the Election. (Nancy Wilson)

TOWN MANAGER'S REPORT

MAYOR AND COMMISSIONER'S REPORT

PUBLIC COMMENTS

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

ADJOURN

Please contact the Town Clerk's Office with any questions at 352-751-1501. This public hearing 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.

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.

TOWN OF LADY LAKE PROCLAMATION

WHEREAS, whoever has heard the laughter of a child or seen sudden delight on the face of a lonely old man has understood in those brief moments, mysteries deeper than love. All are indebted to those who bring such moments of quiet splendor, who redeem sickness and pain with joy and give a part of themselves; and

WHEREAS, today, as always, clowns and the spirit they represent are as vital to the maintenance of our humanity as are the builders and the growers; and

WHEREAS, Clown Alley #179 was formed in 1985 and now has over 100 members; and

WHEREAS, it is important that all citizens know and understand the responsibilities of Clown Alley #179 to meet the challenge:

To bring happiness and a smile to everyone they meet.

To learn to be the best clown they can and never stop learning their craft.

Understand that laughter can be contagious.

Heighten awareness of the positive effects of laughter.

Make positive contributions by performing at schools, hospitals and care giving facilities.

Bring out the laughter in children of all ages.

Show that laughter is a form of good exercise.

Show that a smile is more healthful than a frown.

The clown follows a tradition as old as men's need to touch gently the lives of his fellowman and give part of themselves. In the folklore of the world is the persistent claim that the heart of a clown is sad because the clown leaves happiness where he goes, and takes misery away with him. I urge the people of Lady Lake to recognize the contributions made by clowns in their entertainment. Surely the laugh-makers are blessed; they heal the heart of the world.

NOW, THEREFORE, I, Ed Freeman, Mayor of the Town of Lady Lake, do hereby proclaim that August 1st through August 7th, 2024 is

“NATIONAL CLOWN WEEK”.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 5th day of August, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

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

July 15, 2024

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.

CALL TO ORDER

INVOCATION

Pastor Ellen Pollack — New Covenant United Methodist Church

PLEDGE OF ALLEGIANCE

Led by Mayor Freeman

ROLL CALL

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

STAFF PRESENT

Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Pam Winegardner, Finance Director; Police Chief Steve Hunt, Lady Lake Police Department; Deputy Chief Jason Brough, Lady Lake Police Department; Becky Higgins, Senior Planner; Nancy Wilson, Town Clerk; and Carol Osborne, Deputy Town Clerk.

Deputy Town Attorney Taylor Tremel was also in attendance.

A. CONSENT

1. July 1, 2024 – Town Commission Meeting Minutes

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

B. NEW BUSINESS

1 **1. Consideration of approval to increase maximum number of hours that can be carried**
2 **over each year based on years of service; increase the payout amount of accumulated PTO,**
3 **upon separation from the town, based on years of service; and increase the maximum**
4 **amount of PTO that can be sold back to the employee per fiscal year. (Tamika DeLee/C.T.**
5 **Eagle)**

6 Public Works Director C.T. Eagle presented this agenda item stating that Paid Time Off (PTO)
7 combines vacation and sick leave into a single bank of leave days. Employees are encouraged
8 to use their accrued PTO for purposes such as vacation, leisure time, personal illness, or
9 caring for a family member(s). Employees accrue PTO on an annual basis based on years of
10 service. Three changes are being suggested for Chapter 21 of the HR Manual:

11 1. Increase the number of hours that can be carried over from fiscal year to fiscal year.

12 **Maximum Carried Forward:** Once a certain number of PTO hours have been
13 accumulated (based on years of service) more hours cannot be added to that amount to
14 carry forward. For instance, if an employee has worked for the town for six years, the
15 maximum number of PTO hours that an employee can carry forward is 500. The PTO
16 hours earned during the current fiscal year would be added to their current balance and
17 only 500 hours would carry over resulting in the employee forfeiting the balance of the
18 earned, unused hours. This request is to increase the carryover number of PTO hours.

19 2. Increase the payout amount to an employee upon separation.

20 **Maximum Payout:** Upon separation, an employee is entitled to their accumulated PTO
21 hours up to a maximum amount based upon years of service. For instance, if the same
22 employee in the example above, with six years of service parted ways with the town,
23 that employee would be paid their current hourly wage x 200 hours. The request is to
24 increase that maximum payout from 200 to 250 hours.

25 3. Increase the amount of PTO that can be redeemed by an employee each year.

26 **Maximum Sell Back:** Every year in September, employees who have taken at least 40
27 hours of PTO between September and August of the current fiscal year are allowed to
28 redeem or sell back 80 hours of PTO time. The request is to increase the maximum
29 amount per year that an employee can sell back from 80 hours to 160 hours.

30 Commissioner Roberts asked what precipitated this request.

31 Mr. Eagle stated that this request is beneficial to the employees who have been with the town
32 for many years; some employees have 20 – 40 years of service. He stated the more tenured
33 employees earn more PTO hours every pay period than the employees who recently began

1 working for the town because their wages are higher. He stated that some tenured employees
2 are earning up to 24 hours of PTO time monthly but can sell back a maximum of up to 80
3 hours. They are losing accumulated time because they cannot use all the balance in their PTO
4 bank. He clarified further that it does not matter if employees have been with the town for up
5 to five years or twenty years, they can just sell back a maximum of 80 hours. With this change,
6 all employees can sell back up to 160 hours.

7 Mayor Freeman asked if these changes are due to employees not taking time off.

8 Mr. Eagle stated that employees are required to take 40 of PTO time to qualify to sell back
9 time.

10 Mayor Freeman asked why those who are earning 4.5 weeks of PTO time or more do not
11 utilize it. He asked if the town needs to hire more employees to allow employees to take more
12 time off.

13 Mr. Eagle stated that PTO includes sick time and employees like to have some hours banked
14 for an unexpected illness. He stated it is harder for those in management to take time off. He
15 stated that hiring more staff would allow for more backup to spread the workload.

16 Growth Management Director Thad Carroll stated that several years ago the town ended
17 vacation time and sick time benefits and implemented PTO. He stated that it is difficult for
18 department heads to take time off and he personally has a balance of 600 PTO hours. Hiring
19 additional staff would allow employees to utilize their PTO. He stated that according to the
20 report in the packet just 41% of the allocated funds for the buyback was utilized, as many
21 employees do not want to sell back hours.

22 Finance Director Pam Winegardner advised \$266,516.71 was budgeted for the PTO buyback in
23 fiscal year 2023, and that the actual impact to the budget was \$92,057.34. She stated that
24 regardless of how many employees take advantage of this option, she must budget the
25 maximum amount in the event that every employee chooses to utilize it. She stressed that it
26 is a one-time annual payout in September.

27 Ms. Winegardner explained that the Town offers long-term disability benefits to its
28 employees. In order to qualify for this, an employee must have a PTO balance of 12 weeks
29 that must be utilized prior to long-term benefits begin. She stated that the increase in
30 maximum hours to carry forward is to enable employees to keep a balance of 12 weeks and
31 take 40 hours of PTO.

32 Ms. Winegardner stated that the third proposal in this request is to increase the amount paid
33 when an employee separates from the town.

1 Commissioner Roberts asked if the payout for FY 2023 included taxes.

2 Ms. Winegardner replied affirmatively adding that it includes all the additional costs
3 associated with payroll.

4 Commissioner Roberts verified with Ms. Winegardner that it is not uncommon for an
5 employee to accrue up to 480 PTO hours to hold onto in case an unexpected event occurs
6 that prevents them from working, allowing the employee to draw on that until the long-term
7 disability benefit begins.

8 Ms. Winegardner clarified further that PTO hours are monitored and most of the employees
9 who have accumulated a large PTO balance are more tenured employees who accrue more
10 hours due to their longevity. She stated that the newer employees tend to use their PTO
11 hours.

12 Commissioner Gourlie verified with Ms. Winegardner that the amount of PTO hours will not
13 change, simply the amount of PTO hours that can be carried forward.

14 Commissioner Roberts asked when PTO was implemented.

15 Ms. Winegardner replied that it has been in effect approximately ten years. She stated that it
16 was changed because when the employees had vacation time and sick leave time, some
17 employees would be abusing sick leave by utilizing it as soon as it was earned. By
18 implementing PTO time, it curtailed employees taking off work frequently.

19 Commissioner Sage asked Ms. Winegardner if there is a period of time when an employee
20 would run out of PTO and have to wait for long-term disability to begin.

21 Ms. Winegardner stated this would occur if an employee did not have 12 weeks of PTO hours.
22 She added that the town offers a short-term disability option that the employees pay for
23 themselves. If they choose that option, they do not need to keep 12 weeks of PTO before the
24 long-term disability benefits begins.

25 Commissioner Roberts clarified further that a newer employee would need to be employed
26 for three years to earn that many PTO hours without taking any time off work.

27 Mayor Freeman asked that this is included in the new budget.

28 Ms. Winegardner replied affirmatively adding that it is better to lower figures than to raise
29 figures.

30 Commissioner Sage stated he needs more time to review this proposal.

31 **Commissioner Sage made a motion to table this agenda item; Commissioner Regan**
32 **seconded. Motion carried 5-0.**

C. TOWN ATTORNEY'S REPORT

1. Ordinance 2024-12 – Second and Final Reading – An Ordinance of the Town Commission of the Town of Lady Lake, Florida; Establishing Election Dates to be Held in Even Numbered Years Only; Approving Referendum Language and Proposing to Amend the Town's Charter to Change the Term of Office of Commissioners in all Wards to Four Year Terms Except for those Elected in 2023 Whose Terms will be Extended to Three Years for one Election Cycle; Repealing Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. (Nancy Wilson)

Town Clerk Nancy Wilson presented this agenda item stating that the main purpose of this ordinance is to hold elections in even-numbered years to avoid the expense of an election in odd-numbered years, to increase the terms for Town Commissioner to four years, extend the mayor's term to two years, and to remove outdated verbiage in the Charter. She stated that the Supervisor of Elections covers the costs of elections held in even-numbered years.

Ms. Wilson clarified that this ordinance includes language that will extend the terms for Ward 1, Ward 3, and Ward 5 by one year and will expire in 2026.

Commissioner Sage made a motion to approve Ordinance 2024-12 on second and final reading; Commissioner Roberts seconded.

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

Motion carried 5-0.

2. Ordinance 2024-18 – First Reading – Rezoning — An Ordinance Amending the Zoning Classification for Certain Property Being Approximately 0.51 Acres Owned by Properties of the Yarn Lady, LLC, Located on the South Side of Oak Street, Approximately 375 Feet West of the Intersection of Oak Street and Teague Trail, Addressed as 304 Oak Street Within the Town Limits of Lady Lake, Florida; Amending the Current Entitlements of the Planned Commercial (CP) Memorandum of Agreement. (Becky Higgins)

Senior Planner Becky Higgins presented this agenda item stating that the application was submitted on June 19, 2024, by JB Golf Cars, LLC, on behalf of the property owner. She stated

that the original CP zoning was established under Ordinance 2007-25. The Memorandum of Agreement was amended in 2009 via Ordinance 2009-17. Both amendments included all four properties within the Oak Street Commerce Center. Approval of this ordinance would remove 304 Oak Street from the previously approved CP zoning and a new Memorandum of Agreement will be created solely for this property. The remaining three properties will still be governed by Ordinance 2009-17.

Ms. Higgins stated that the ordinance proposes the following permitted uses: offices, retail sales and services, office/warehouse, mini-storage warehouse facilities, medical and dental offices and laboratories, and golf cart sales.

Ms. Higgins advised that manufacturing uses permitted under “Fabrication Manufacturing” as defined by the LDRs through Ordinance 94-08, less and except the use of the fabrication of septic tanks. She stated that the outdoor display of golf carts is limited to a maximum of five and may only be displayed in parking spaces that are more than those required by Town Code. She stated that 11 parking spaces are required per Chapter 7 of the LDRs, and business-related outside storage must be screened by a six-foot opaque fence and located behind the building.

Commissioner Sage made a motion to approve Ordinance 2024-18 on first reading; Commissioner Gourlie seconded.

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

Motion carried 5-0.

TOWN MANAGER’S REPORT

Acting Town Manager Thad Carroll reminded the commissioners of the budget workshop on July 31 at 2PM.

MAYOR AND COMMISSIONER’S REPORT

No reports.

PUBLIC COMMENTS

1 No comments.

2 **ADJOURN**

3 There being no further business to discuss, the meeting was adjourned at 6:40 p.m.

4 _____
5 Carol Osborne, Deputy Town Clerk

6 _____
7 Ed Freeman, Mayor



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Lady Lake Dog Park Association's Proposed Lease. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Dog Park Association follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

“DOG PARK” LEASE AGREEMENT

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

RECITALS

Whereas, LESSOR is the owner of the Lady Lake Dog Park (the previous “Rolling Acres Utility Site”).

Whereas, LESSEE desires to lease a portion of the Rolling Acres Sports Complex for the purpose of operating a dog park thereon.

Whereas, LESSOR agrees to lease approximately one acre of the previous Rolling Acres Utility Site to be used as a dog park (hereinafter referred to as the “Dog Park”).

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

- 1. Demised Premises.** LESSOR hereby grants LESSEE, and LESSEE hereby leases from LESSOR, the Dog Park.
- 2. Use of Demised Premises.** LESSEE shall use the demised premises only for the purpose of operating and managing a Dog Park. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. For purposes of this Agreement, the term “Dog Park” shall mean a fenced area which is used to provide exercise and recreation for unleashed dogs that are under the supervision of their respective owners. LESSEE shall be responsible for establishing appropriate rules and regulations to assure compliance with the terms of this Agreement.
- 3. Term.** This Lease shall be for a two-year term, beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein.
- 4. Rent.** The total annual rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be \$20.00 dollars.

- 5. Maintenance.** LESSEE shall be responsible for maintaining any improvements installed by LESSEE (i.e. fences, signs, paths), and shall keep the Dog Park in a clean condition by placing all garbage and solid waste in a waste receptacle on the site on a daily basis, and restoring the Dog Park to a clean and sanitary condition after each use. It shall be the responsibility of LESSEE to contract to have a waste receptacle located on the site. LESSOR agrees to maintain the Dog Park grounds in a manner consistent with other public areas maintained by the TOWN.
- 6. Alterations.** LESSEE shall make no changes or alterations to the lease property except upon the written approval of LESSOR, and in the event of any such improvements or changes, the same shall become the property of LESSOR upon the termination of this Lease Agreement.
- 7. Assignment and Subletting Lease.** Tenant shall not assign this lease or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.
- 8. Insurance.** THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC. shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein shall be considered, and THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by THE GREATER LADY LAKE DOG PARK ASSOCIATION, INC., as required herein.

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

- 12. Conflicts with Other Activities at the Rolling Acres Sports Complex.** From time to time, the TOWN authorizes the use of the park for various organized events. Other organized activities scheduled for the Rolling Acres Sports Complex shall take precedence over the Dog Park's operations, and therefore, the Dog Park shall remain closed at such times. The TOWN Director of Parks and Recreation shall provide LESSEE with prior notification of scheduled events.
- 13. Parking.** It shall be the responsibility of LESSEE to assure that parking for the Dog Park occurs in those areas designated for parking. Failure to enforce parking restrictions shall result in a breach of this Lease Agreement.
- 14. Termination.** During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intention to terminate the same not less than 60 days before the date of termination. In the event LESSEE shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to LESSEE.
- 15. Waiver.** No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.
- 16. Failure to Maintain Dog Park in Clean, Safe, and Sanitary Condition, and Failure to Prevent or Correct Nuisance Activities.** It shall be the sole responsibility of LESSEE to maintain the Dog Park in a clean, safe and sanitary condition, and to formulate and enforce rules and regulations to assure that activities associated with operation of the Dog Park do not result in a public nuisance, as determined by the Town Commission. Failure to do so shall result in a breach of this Lease Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the ____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

THE GREATER LADY LAKE DOG PARK ASSOCIATION

President

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

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Lady Lake Historical Society's Proposed Lease. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Historical Society follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

LADY LAKE HISTORICAL SOCIETY LEASE AGREEMENT

THIS AGREEMENT is made by and between the **TOWN OF LADY LAKE**, Lady Lake, Florida, a municipality in the State of Florida, hereinafter referred to as 'LESSOR', and the **LADY LAKE HISTORICAL SOCIETY INC.**, of Lady Lake, Florida, hereinafter referred to as the 'LESSEE'.

RECITALS

WHEREAS, LESSOR is the owner of the LADY LAKE HISTORICAL SOCIETY at the Lady Lake Train Depot.

WHEREAS, the LADY LAKE HISTORICAL SOCIETY desires to lease the LADY LAKE TRAIN DEPOT from LESSOR with the LADY LAKE HISTORICAL SOCIETY occupying the LADY LAKE TRAIN DEPOT for a headquarters and display of items. The LADY LAKE HISTORICAL SOCIETY desires to lease the LADY LAKE TRAIN DEPOT from LESSOR for a two-year period.

WHEREAS, LESSOR agrees to lease the LADY LAKE TRAIN DEPOT to the LADY LAKE HISTORICAL SOCIETY under the terms and conditions set forth herein, for a two year period.

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

1. Demised Premises. LESSOR hereby grants the LADY LAKE HISTORICAL SOCIETY, and the LADY LAKE HISTORICAL SOCIETY hereby leases from LESSOR, the LADY LAKE TRAIN DEPOT.

2. Term. This lease shall be for a two-year term beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein.

3. Rent. The total rent due from the LADY LAKE HISTORICAL SOCIETY to LESSOR during the term of this lease shall be twenty dollars.

4. Allotment for Electric Bill Provision for Payment by the LESSOR. LESSOR hereby agrees to pay the cost of the monthly electric bill for the LADY LAKE HISTORICAL SOCIETY, provided however, the bill does not exceed \$1800.00 annually. If the annual amount of the electrical bill exceeds \$1800.00, LESSOR may require that the LADY LAKE HISTORICAL SOCIETY pay the amount, which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the LADY LAKE HISTORICAL SOCIETY to pay the additional

amount, the LADY LAKE HISTORICAL SOCIETY shall be responsible for said amount. Electrical utility usage will be monitored by the Town of Lady Lake with overages made payable to the Town of Lady Lake by LESSEE within 15 days of receiving the invoice from LESSOR.

5. Installation of Telephone and Payment of Telephone Bill. The Town agrees to pay for the installation of one telephone line on the lease premises, and to pay the monthly service charges and taxes generated from local calls under the provider's most basic plan. If LESSEE elects to add additional services to the basic telephone plan, LESSEE shall be responsible for all additional charges associated therewith, including specifically long-distance charges. LESSEE'S failure to pay charges within 15 days of receiving the invoice from LESSOR shall be deemed a default of this agreement.

6. Maintenance. The LADY LAKE HISTORICAL SOCIETY agree to maintain the appearance of the interior of the LADY LAKE TRAIN DEPOT, including vacuuming, dusting, emptying trash and other housekeeping duties. LESSOR agrees to conduct heavy cleaning periodically at such time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the LADY LAKE HISTORICAL SOCIETY.

7. Damage Repair. The LADY LAKE HISTORICAL SOCIETY agrees to repair immediately any and all damage done to the LADY LAKE TRAIN DEPOT by LADY LAKE HISTORICAL SOCIETY, or its agents, employees, patrons, or invitees. In the event the LADY LAKE HISTORICAL SOCIETY, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to the failure of LADY LAKE HISTORICAL SOCIETY to repair damages, LESSOR may repair said damage and the LADY LAKE HISTORICAL SOCIETY hereby agrees to pay the costs of said repairs, upon demand.

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

9. Insurance. The LESSEE is not obligated to provide additional liability insurance. The property will be covered under the Town of lady lake's general liability policy. The Lady Lake Historical Society will be responsible for providing insurance if they choose to cover the contents of the building owned or borrowed by the Museum.

10. Hold Harmless. The Lady Lake Historical Society, its officers and members, shall, through the signing of this Lease Agreement by an authorized party or agent, hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.

11. Use of Demised Premises. The LADY LAKE HISTORICAL SOCIETY hereby agrees to conduct its operations and maintain the premises in a manner which reflects well upon the Town of Lady Lake. The LADY LAKE HISTORICAL SOCIETY shall use the LADY LAKE TRAIN DEPOT for the purpose of operating the Lady Lake Historical Society of Lady Lake. No other use of the premises shall be permitted without the written consent of the LESSOR.

12. Installation of Sign. LESSOR agrees that a sign may be installed designating the location of the LADY LAKE HISTORICAL SOCIETY, in accordance with the Town's Land Development Regulations.

13. Ownership of LADY LAKE HISTORICAL SOCIETY. The LADY LAKE HISTORICAL SOCIETY agrees that this Lease Agreement in no way relinquishes the right of ownership of the LADY LAKE TRAIN DEPOT. It is and remains property of the Town of Lady Lake.

14. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than sixty (60) days before the date of termination. In the event the LADY LAKE HISTORICAL SOCIETY violates any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

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

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

LESSOR, and the LADY LAKE HISTORICAL SOCIETY have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

THE LADY LAKE HISTORICAL SOCIETY OF LADY LAKE

President

Indemnity. The Lady Lake Historical Society shall defend, indemnify and hold harmless the TOWN of Lady Lake, hereinafter “the TOWN”, and all of the TOWN’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the LADY LAKE HISTORICAL SOCIETY, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The LADY LAKE HISTORICAL SOCIETY OF LADY LAKE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the TOWN when necessary, and voluntarily makes this covenant and expressly acknowledges

the receipt of such good and valuable consideration provided by the TOWN in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the LADY LAKE HISTORICAL SOCIETY OF LADY LAKE of its liability and obligation to defend, hold harmless and indemnify the TOWN as set forth in this article of the Agreement.

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Lady Lake Soccer Association's Proposed Lease. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Soccer Association follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

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

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

RECITALS

Whereas, LESSOR is the owner of the ROLLING ACRES SPORTS COMPLEX, which includes three soccer fields, a golf driving range, a dog park, a softball field, and a concession stand and restroom facility.

Whereas, LESSEE desires to lease the Concession Stand from LESSOR for a two year lease period for the purpose of selling concessions to benefit the LADY LAKE SOCCER ASSOCIATION.

Whereas, LESSOR agrees to permit the use of the Concession Stand Soccer Fields to LESSEE under the terms and conditions set forth herein, for a two year period. The use of the soccer fields will be coordinated through the Town of Lady Lake Parks and Recreation Department.

Whereas, LESSEE has placed a storage shed next to the concession stand for the purpose of storing youth soccer equipment and materials.

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

1. Demised Premises. LESSOR hereby grants LESSEE, and LESSEE hereby leases from LESSOR, the Concession Stand located at the Rolling Acres Sports Complex. LESSOR hereby grants LESSEE permission to place a storage shed at the facility with access from the Soccer Fields.

2. Term. This Lease shall be for a two-year term, beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein.

3. Rent. The total rent due from LESSEE to LESSOR during the terms of this Lease Agreement shall be \$500.00 per season.

4. Maintenance. LESSEE shall keep the Concession Stand in a clean condition by removing all garbage and solid waste from the site on a regular basis, and restoring the Concession Stand to a clean and neat condition after each use. In the event that a maintenance issue arises, the Town of Lady Lake shall enter the concession stand premises to survey, assess, and provide remedy if determined to be needed. LESSEE shall place all litter from fields, player bench, and grass areas adjacent to fields in the appropriate receptacles following each use. In the event that LESSEE, after written demand of LESSOR, fails to repair any damages due to its use set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to LESSEE'S failure to repair damages, LESSOR may repair said damage and LESSEE hereby agrees to pay the cost of said repairs, upon demand. LESSOR shall be responsible for maintaining the exterior of the grounds and soccer fields. LESSEE shall be responsible for maintaining the inside of the restroom facilities during soccer programming.

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

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

7. Use of Demised Premises; Limitations on Sundays. LESSEE shall only use the Concession Stand for the purpose of selling concessions for the benefit of the Lady Lake Soccer Association and all activities directly related to soccer programming. LESSEE shall only use the concession stand for its own meeting, the storage of Lady Lake Soccer Association equipment and activities directly related to soccer programming. LESSEE shall use the soccer fields for youth soccer games, practices, fundraising events and ceremonies pertaining to the soccer league, and meetings of the Lady Lake Soccer Association. The Town

accepts OPENING DAY and CLOSING DAY CEREMONIES and events as part of the Soccer Association Program. An e-mail or hard copy of the event outline shall be given to the Parks and Recreation Director no less than two weeks before the event. At this time, proof of insurance for HIGH RISK activities to include bounce houses and amusement type activities must have the certificate of insurance naming the Town as the certificate holder. The certificate must state which rides are covered under the certificate of insurance. Once the information has been submitted to the Town, the Town Manager, Risk Manager and the Parks and Recreation Director will review the outline and the insurance information. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. LESSEE shall not be entitled to exclusive use of the soccer fields on Sundays, and LESSOR shall be permitted to schedule use of the soccer fields by other organizations pursuant to the Town's regulations governing the same. In the event that LESSEE desires to use one or more of the soccer fields on Sundays, LESSEE shall coordinate scheduling with the Lady Lake Parks & Recreation Department.

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

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

10. Hold Harmless and Indemnification. LESSEE agrees to indemnify and hold harmless LESSOR, its agents, employees, or any other person against loss or expense including attorney's fees, by reason of the liability imposed by law upon LESSOR, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Lease Agreement, whether such injuries to persons damage to property are due or claim to be due to any negligence of its employees or agents or any other person. It is further understood and agreed that the LESSEE shall, at the option of LESSOR, defend LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the

defense of any suit arising hereunder, including the cost of appeals associated with any such suit.

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

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

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

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

LESSOR AND LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the ____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE SOCCER ASSOCIATION

President

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Lady Lake Little League's Proposed Lease. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Little League follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

**LEASE AGREEMENT
BETWEEN THE
TOWN OF LADY LAKE AND
THE LADY LAKE LITTLE LEAGUE**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the **TOWN OF LADY LAKE**, Lady Lake, Florida (“LESSOR”), and the **LADY LAKE BABE RUTH LEAGUE**, whose address is P.O. Box 181 Lady Lake FL, 32158.

RECITALS

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

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

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

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

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

1. **Demised Premises.** LESSOR hereby grants to LESSEE, and LESSEE hereby leases from LESSOR, the four Baseball Fields and the Concession Stand located at the Guava Street Athletic Complex. LESSOR hereby grants LESSEE permission to use the boardroom of the building for its meetings and for the storage of youth baseball equipment and materials.

2. **Term.** This Lease shall be for a two-year term, beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein.

3. **Rent.** The total rent due from LESSEE to LESSOR during the term of this Lease Agreement shall be \$500.00 per season.

4. **Payment of Power Bills.** LESSOR has installed a separate electric meter at the Concession Stand. LESSEE shall pay any and all power bills and costs associated with LESSEE use of the Concession Stand, including but not limited to any connection fees, late payment fees, and other associated costs.

5. **Maintenance.** LESSEE shall be responsible for regular maintenance of the interior of the Concession Stand. Specifically, LESSEE shall be responsible for restoring the Concession Stand to a clean and tidy condition after each and every use; removing all garbage and waste from the Concession Stand after each and every use; removing any and all litter from the baseball fields, dugout areas, Press Boxes, and grass areas adjacent to the fields following each and every use, and placing the same in the appropriate receptacles; and cleaning the inside of the Concession Stand restroom facilities during baseball programming. In order to assure compliance with this provision, LESSOR may enter the Concession Stand monthly and inspect the Baseball Fields at any time. LESSOR shall be responsible for maintaining the exterior of the Concession Stand to include painting and pressure washing. Maintenance requests for exterior maintenance from the Little League must be sent via e-mail to the Parks and Recreation Director. The Parks and Recreation Director will drag, mow, fertilize, seed and apply weed control to the fields. The Department will drag and line the field Monday through Friday, except holidays and weather permitting. The Little League has the opportunity to register a board member with the Town as a Town Volunteer to drag and line the fields on weekends or at any time the Department is unable to perform these activities. The Little League has the opportunity to host maintenance activities to the facilities at the baseball fields provided an e-mail has been sent for prior approval of what is to be fixed, maintained or repaired. The Town will provide pest control services at its cost.

6. **Repairs.** LESSEE agrees to repair, within a reasonable amount of time, any damage to the fields, dugouts, Press-Box and Concession Stand that have been caused by LESSEE, LESSEE agents, employees, patrons, or invitees. In the event that LESSEE, after written demand of LESSOR, sent via U.S. certified mail, return receipt requested, hereby fails to repair any damages caused and return the damaged premises to its original use within two weeks from receipt of said demand, LESSOR may terminate this Lease as provided herein. In the event of termination of this Lease due to LESSEE'S failure to repair any damage caused,

LESSOR may repair said damages and LESSEE hereby agrees to render payment for any costs associated with said repairs, upon demand of same.

7. **Alterations.** LESSEE shall make no changes, alterations, or improvements to the real property covered under the terms of this agreement, without the prior written approval of same by LESSOR. Upon the termination of this Agreement, any such changes, alterations, or improvements, excluding personal or non-installed equipment, shall become the property of LESSOR or should LESSOR elect in its sole discretion, the lease property shall be restored to its original condition at LESSEE's expense.

8. **Assignment and Subletting.** LESSEE shall not assign this lease or sublet or grant any concession or license to use the leased premises or any part thereof. An assignment, subletting, concession, or license without the written consent of LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at LESSOR's option, terminate this lease.

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

10. **Use of Demised Premises; Limitations on Wednesday and Sundays.** LESSEE shall only use the Concession Stand for the purpose of selling concessions for the benefit of the Lady Lake Babe Ruth League and all activities directly related to baseball programming. LESSEE shall only use the boardroom for its own meetings and the storage of Lady Lake Little League equipment. LESSEE shall use the baseball fields for youth baseball games, practices, fundraising events and ceremonies pertaining to the baseball league, and meetings of the Lady Lake Babe Ruth League. The Town accepts OPENING DAY and CLOSING DAY CEREMONIES and events as part of the League Program. An e-mail or hard copy of the event outline shall be given to the Parks and Recreation Director no less than two weeks before the event. At this time, proof of insurance for HIGH-RISK activities to include bounce houses and amusement type activities must have the certificate of insurance naming the Town as the

certificate holder. **The certificate must state which rides are covered under the certificate of insurance.** Once the information has been submitted to the Town, the Town Manager, Risk Manager and the Parks and Recreation Director will review the outline and the insurance information. No other use of the premises by LESSEE shall be permitted without the written consent of LESSOR. LESSEE shall not be entitled to exclusive use of the baseball fields on Wednesday and Sundays, and LESSOR shall be permitted to schedule use of the baseball fields by other organizations pursuant to the Town's regulations governing the same. In the event that LESSEE desires to use one or more of the baseball fields on Wednesdays and Sundays, LESSEE shall coordinate scheduling with the Lady Lake Parks & Recreation Department.

11. Use of Facilities by LESSOR other than Wednesdays and Sundays. LESSOR shall be permitted to schedule events at the Guava Street Complex provided such events do not interfere with LESSEE's permitted use of the facility for baseball games, practices, ceremonies, fundraising events, and other permitted activities. In the event LESSOR desires to use the Guava Street Complex or schedule events on days other than Wednesdays and Sundays, LESSOR shall contact LESSEE at least 45 days prior to the event for scheduling clearance, which clearance shall not be unreasonably withheld.

12. Condition of Fields. LESSEE shall determine whether playing conditions of the ball fields are appropriate for play. In no event shall the Town be responsible for any injury or damage caused by weather or unsuitable playing conditions.

13. Termination. During the term of this Agreement, either party may terminate this Lease Agreement by delivering written notice via U.S. Certified Mail, return receipt requested, of its intention to terminate the Agreement no less than 60 days prior to the date of termination. In the event LESSEE violates any of the terms and conditions stated herein, LESSOR shall have the right to cancel this Lease Agreement by delivering written notification via U.S. Certified Mail, return receipt requested, to LESSEE specifically detailing any violations. Once written notice of any violation has been received to the then acting President of Lady Lake Little League, Inc., LESSEE will have 14 days within which to conform to the agreement and correct the violation to LESSOR's satisfaction. If not, LESSOR may terminate this agreement forthwith.

14. Hold Harmless and Indemnification. LESSEE agrees to indemnify and hold harmless LESSOR, its agents, employees, or any other person against loss or expense including attorney's fees, by reason of the liability imposed by law upon LESSEE, for damage because of bodily injury, including death, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Lease Agreement, whether such injuries to

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

15. Entry for Inspection and Repairs. With the exception of cases of emergency, LESSOR shall provide notification 48 hours in advance prior to entering the leased premises to (i) make inspections, and (ii) if deemed necessary by LESSOR, to make repairs and alterations to the leased premises. This provision shall not create an obligation to make such repairs.

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

IN WITNESS WHEREOF, LESSOR, AND LESSEE have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE BABE RUTH LEAGUE

President

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Lady Lake Chamber of Commerce's Proposed Lease. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Chamber of Commerce follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

LADY LAKE AREA CHAMBER OF COMMERCE LEASE AGREEMENT

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

RECITALS

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

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

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

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

1. Demised Premises. LESSOR hereby grants the CHAMBER, and the CHAMBER hereby leases from LESSOR, the Log Cabin and the Train Car.

2. Term. This lease shall be for a two-year term beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein. This Lease shall be reviewed annually.

3. Rent. The total rent due from the CHAMBER to LESSOR during the term of this lease shall be \$20.00 dollars. The CHAMBER shall be responsible for payment of electric bills which exceed the amount allocated in Paragraph 4 below.

4. Allotment for Electric Bill Provision for Payment by the CHAMBER in Event Bill Exceeds Allotment. LESSOR hereby agrees to pay the cost of the monthly electric bill for the Log Cabin and Train Car, provided however, the bill does not exceed \$1800.00 per year. If the annual amount of the electrical bill exceeds \$1800.00, LESSOR may require that the CHAMBER pay the amount which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the CHAMBER to pay the additional amount, the CHAMBER shall pay the amount over \$1,800.00 within 15 days of receiving the invoice from the Town.

5. Installation of Telephone and Payment of Telephone Bill. The CHAMBER agrees to install a telephone and shall be responsible for all telephone bills and costs associated with the telephone, including connection fees, late payment fees, and any other associated costs. Under no circumstances shall LESSOR be responsible for the installation of a telephone or payment of telephone bills and related costs. The CHAMBER shall pay said amount within 15 days of receiving the invoice from the Town.

6. Maintenance. The CHAMBER agrees to maintain the appearance of the interior of the Log Cabin and Train Car, including vacuuming, dusting, emptying trash and other housekeeping duties. LESSOR agrees to conduct heavy cleaning periodically at such time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the Log Cabin and the Train Car.

7. Damage Repair. The CHAMBER agrees to repair immediately any damage done to the Log Cabin or Train Car by that party, that party's agents, employees, patrons, or invitees. In the event the CHAMBER, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to said party's failure to repair damages, LESSOR may repair said damage and the party responsible hereby agrees to pay the costs of said repairs, upon demand.

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

9. Insurance. The LADY LAKE AREA CHAMBER OF COMMERCE shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverage's procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein shall be considered, and the LADY LAKE AREA CHAMBER OF COMMERCE agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance,

available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the LADY LAKE AREA CHAMBER OF COMMERCE as required herein.

10. Hold Harmless. The CHAMBER, its officers and members, shall, through the signing of this Lease Agreement by an authorized party or agent, hold harmless LESSOR and its agents and employees from all suits and actions, brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.

11. Use of Demised Premises. The CHAMBER hereby agrees to conduct its operations and maintain the premises in a manner which reflects well upon the Town of Lady Lake. The CHAMBER shall use the Log Cabin and Train Car for the purpose of operating the Lady Lake Area Chamber of Commerce. No other use of the premises shall be permitted without the written consent of the LESSOR.

12. Installation of Sign. LESSOR agrees that a sign may be installed designating the location of the CHAMBER, in accordance with the Town's Land Development Regulations.

13. Ownership of Log Cabin and Train Car. The CHAMBER agrees that this Lease Agreement in no way relinquishes LESSOR's right of ownership of the Log Cabin, Train Car, and Log Cabin Park. It is and remains property of the Town of Lady Lake.

14. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than 60 days before the date of termination. In the event the CHAMBER shall violate any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five (5) days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

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

LESSOR, and the CHAMBER have executed this instrument by their respective officers duly authorized to execute the same, all as of the _____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE AREA CHAMBER OF COMMERCE

President

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

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

LADY LAKE AREA CHAMBER OF COMMERCE

(Participant Name and Signature)

Signed in the presence of the following witness:

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Review of the Kiwanis Club of Lady Lake Caboose at Log Cabin Park Lease Agreement
(Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for Kiwanis of Lady Lake follows this cover sheet. This lease has not changed from the previous lease agreement except for the dates. As most on this Commission are new to their position, I am looking to see if there are any suggestions before we have them signed and brought back to you for final approval.

LEASE AGREEMENT

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

RECITALS

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

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

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

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

- 1. Demised Premises.** LESSOR hereby grants the KIWANIS, and the KIWANIS hereby leases from LESSOR, the Caboose.
- 2. Term.** This lease shall be for a two-year term beginning October 1, 2024, and ending on September 30, 2026, unless otherwise terminated pursuant to the terms stated herein. This Lease shall be reviewed annually.
- 3. Rent.** The total rent due from the KIWANIS to LESSOR during the term of this lease shall be \$20.00 dollars.
- 4. Allotment for Electric Bill Provision for Payment by the LESSOR.** LESSOR hereby agrees to pay the cost of the monthly electric bill for the Caboose, provided however, the bill does not exceed \$1500.00 annually. If the annual bill exceeds \$1500.00, LESSOR may require that the KIWANIS pay this amount, which exceeds the annual allotment at LESSOR'S discretion. In the event that LESSOR requests the KIWANIS to pay the additional amount, the KIWANIS shall pay the additional amount within 15 days of receiving the invoice from LESSOR. Electrical utility usage will be monitored by the Town of Lady Lake with overages made payable to the Town of Lady Lake.
- 5. Installation of Telephone and Payment of Telephone Bill.** In the event the KIWANIS wish to install a telephone, the KIWANIS agree to install the telephone and shall be responsible for all telephone bills and costs associated with the telephone, including connection fees, late payment fees, and any other associated costs. Under no circumstances shall LESSOR be responsible for the

installation of a telephone or payment of telephone bills and related costs. KIWANIS shall pay the additional amount within 15 days of receiving the invoice from LESSOR.

6. Maintenance. The KIWANIS agrees to maintain the appearance of the interior of Caboose, including vacuuming, dusting, emptying trash, and other housekeeping duties. LESSOR agrees to conduct heavy cleaning periodically at such time as staff is available. LESSOR shall be responsible for maintaining the exterior and grounds of the Caboose.

7. Damage Repair. The KIWANIS agrees to repair immediately any damage done to the Caboose by that party, that party's agents, employees, patrons, or invitees. In the event the KIWANIS, after written demand by LESSOR, fails to repair any damages due to its use as set forth, LESSOR may terminate this Lease as provided herein. In the event of termination due to the KIWANIS' failure to repair damages, LESSOR may repair said damage and the KIWANIS hereby agrees to pay the costs of said repairs, upon demand.

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

9. Indemnification. LESSEE agrees to purchase general liability insurance to protect LESSOR against any damages which may occur during the time the KIWANIS occupy, or use said premises whether resulting from personal injuries or from damage to the premises or to any person using the premises or any invitee of the KIWANIS, including, but not limited to patrons, volunteers or employees, in an amount not less than \$100,000 per person and \$300,000 per occurrence. LESSOR shall not be responsible for any loss or damage to LESSEE's personal contents. The LESSEE will provide a certificate of insurance to the Town on an annual basis. The LESSEE will name the Town as the certificate holder on the insurance.

10. Hold Harmless. The Kiwanis, its officers and members, shall hold harmless LESSOR and its agents and employees from all suits and actions brought against LESSOR as a result of any act or failure to act by the LESSOR, its agents, servants, or employees.

11. Use of Demised Premises. The KIWANIS hereby agree to conduct its operations and maintain the premises in a manner which reflects well upon the Town of Lady Lake. The KIWANIS shall use the Caboose for the purpose of operating the Kiwanis Club of Lady Lake. The KIWANIS may use the area in front of the caboose for their annual picnic for members of the Kiwanis. It will be the responsibility of the Kiwanis to notify the Parks and Recreation Director of the date and time for the picnic and the responsibility of the Kiwanis to dispose of all trash associated with the event. No other use of the premises shall be permitted without the written consent of the LESSOR.

12. Installation of Sign. LESSOR agrees that a sign may be installed designating the location of the KIWANIS, in accordance with the Town's Land Development Regulations.

13. Ownership of Caboose. The KIWANIS agrees that this Lease Agreement in no way relinquishes the right of ownership of the Caboose at Log Cabin Park. It is and remains property of the Town of Lady Lake.

14. Termination. During the terms of this Lease Agreement, either party may terminate this Lease Agreement without cause by delivering written notice of its intentions to terminate the same not less than 60 days before the date of termination. In the event the KIWANIS violates any of the terms and conditions stated herein, LESSOR shall have the right to immediately cancel this Lease Agreement by delivering written notice of the violations and its intentions to said party. Said party shall vacate the premises within five days of said notice unless the violations are corrected during that time to the satisfaction of LESSOR, in which event, the Lease Agreement shall continue as provided herein.

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

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

17. LESSOR and the KIWANIS have executed this instrument by their respective officers duly authorized to execute the same, all as of the ____ day of _____, 2024.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

LADY LAKE KIWANIS CLUB

President

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

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

Signed in the presence of the following witnesses:

(Participant Name and Signature)

(Witness name and signature)



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval of the Third Amendment to the Interlocal Agreement between Lake County and the Town of Lady Lake Relating to the Provision of Library Services. (Aly Herman/Nancy Brock)

AGENDA ITEM ID

20240805

DEPARTMENT

Library

SUMMARY

STAFF RECOMMENDED MOTIONS

Approval of amendment to the Interlocal Agreement between Lake County and the Town of Lady Lake relating to the provision of Library Services

Per the Office of Library Services Director George Taylor, the proposed Interlocal Agreement between Lake County and the Town of Lady Lake relating to the Provision of Library Services is being renewed for the period from October 1, 2024 through September 30, 2025. The County will also allocate a base amount of thirty thousand dollars (\$30,000) to assist with funding of programs and services at its participating library.

PAST ACTIONS

The original Interlocal Agreement with Lake County was approved and executed in 2019.

FISCAL IMPACT

Not applicable

FUNDING ACCOUNT

Not applicable



TOWN COMMISSION MEETING AGENDA ITEM

TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval to Revise the Human Resources Manual Related to the Paid Time Off (PTO) Policy for General Employees - tabled from July 15, 2024, meeting (Bill Lawrence)

AGENDA ITEM ID

20240805

DEPARTMENT

Human Resources

SUMMARY

STAFF RECOMMENDED MOTION

Approval to increase the maximum number of hours that can be carried over each year based on years of service; increase the payout amount of accumulated PTO, upon separation from the town, based on years of service; and increase the maximum amount of PTO that can be sold back to the employee per fiscal year. Effective upon passage.

The proposed changes are summarized as follows:

1. Employees will be able to roll over more PTO hours to the following year (see proposed schedule).
2. Employees will be able to cash out more PTO hours when they leave or retire from the town (see proposed schedule).
3. Employees will be able to sell back up to 160 hours annually (the current amount is a maximum of 80 hours).

What is not being changed by the amendment:

1. Employees must take a minimum of 40 hours of PTO to qualify to sell back PTO hours.
2. There is no change to the accrual rate of PTO per pay period for employees.

Paid Time Off (PTO) combines vacation and sick leave into a single bank of leave days. Employees are encouraged to use their accrued PTO for purposes such as vacation, leisure time, personal illness, or caring for a family member(s). Employees accrue (PTO) on an annual basis based on years of service. Three changes are being suggested to Chapter 21 of the HR Manual:

1. Increase the number of hours that can be carried over from fiscal year to fiscal year.
Maximum Carried Forward: Once a certain number of PTO hours have been accumulated

(based on years of service), more hours cannot be added to that amount to carry forward. For instance, if an employee has worked for the town for 6 years, the maximum number of PTO hours that an employee can carry forward is 500. The following year earned PTO hours would be added to that amount, but if they were not used during that year, the carryover limit of 500 hours would still apply as long as that employee falls within the 5-to-10-year employment window. The request is to increase that amount from, in this case, 500 to 600 hours (see tables).

2. Increase the payout amount paid to an employee upon separation.

Maximum Payout: Upon separation, an employee is entitled to accumulated PTO up to a maximum amount based upon years of service. For instance, an employee with 6 years of service decided to part ways with the town, that employee would be paid his/her current hourly wage x 200 hours. The request is to increase that maximum payout from 200 to 250 hours (see tables).

3. Increase the amount of PTO that can be redeemed by an employee each year.

Maximum Sell Back: Every year in September, employees who have taken at least 40 hours of PTO during the current fiscal year are allowed to redeem or sell back 80 hours of time. The request is to increase the maximum sell back amount per year from 80 hours to 160 hours (see tables).

Current PTO Annual Accrual Chart in Hours

Years of Service	Hours earned Per Month	Maximum Carried Forward	Maximum Payout	Maximum Sell Back
Up to 5	15	350	100	80
5 to 10	17	500	200	80
10 to 15	20	520	300	80
15-20	22	540	350	80
20+	24	560	400	80

Proposed PTO Annual Accrual Chart in Hours

Years of Service	Hours earned Per Month	Maximum Carried Forward	Maximum Payout	Maximum Sell Back
Up to 5	15	480	200	160
5 to 10	17	600	250	160
10 to 15	20	620	300	160
15-20	22	640	400	160
20+	24	680	500	160

Fiscal Impact Budgeted: \$266,516.71 This figure is based on all general employees participating in selling back time though not all employees are eligible nor do all employees participate. In FY23, the actual impact to the budget was \$92,057.34 which was 41% of the budgeted amount.

Past Actions: At the July 15, 2024 Town Commission Meeting, Commissioner Sage motioned to table this item until the next meeting so he could investigate the matter further; Commissioner Regan seconded. Motion carried 5-0.



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Allowing Ralph Jones to Give Pickleball Lessons on the Lady Lake Tennis and Pickleball Courts. (Mike Burske)

AGENDA ITEM ID

20240805

DEPARTMENT

Parks & Recreation

SUMMARY

Ralph Jones is interested in teaching lessons on the Pickleball Courts at the Guava Street Athletic Complex. They have provided insurance and will be teaching before 10AM in the mornings, allowing the general public to utilize the courts for the rest of the day. They have supplied insurance and, if approved, they will get a background check. The town would receive 10% of the gross revenue generated.



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Discussion and consensus of the Tentative Millage Rate and to Set Proposed Dates, Time, and Place for the First Public Hearing for the Tentative Millage Rate and Budget, and for the Second Public Hearing for the Final Millage Rate and Budget (Pam Winegardner)

AGENDA ITEM ID

20240805

DEPARTMENT

Finance

SUMMARY

STAFF RECOMMENDED MOTIONS

To set the tentative millage rate at 3.6510 mills for Fiscal Year 2024-2025, and set the date, time, and place of the first public hearing for the tentative millage rate on Wednesday, September 4, 2024, at 6 p.m., in the Commission Chambers. To set the date, time, and place for the second public hearing for adopting the final millage rate and budget on Monday, September 16, 2024, at 6 p.m., in the Commission Chambers.

SUMMARY

The proposed millage rate for fiscal year 2024-2025 must be submitted to the property appraiser on Monday, August 1, 2024, along with the date, time, and place of the tentative millage and budget hearings. The proposed tentative millage rate approved can be increased or decreased on September 4, 2024, however on September 16th at the final public hearing, the tentative millage rate can be decreased but not increased. The current year's roll-back rate is 3.0944 mills. The proposed budget is based on 3.6510 mills, which is an increase of 17.99% on the current roll-back rate. Any millage rates up to 3.5976% would require a majority vote or four affirmative votes of the total Town Commission. A rate of 3.2705 mills would require a two-thirds vote or three affirmative votes of the Town. These votes are based on the total membership of the Town Commission rather than the membership present at the meeting.

The Town's two public hearings cannot conflict with Lake County or Lake County School Board public hearings. The tentative dates for Lake County are September 10, 2024, and September 24, 2024. The Lake County School Board met on July 29, 2024, and is scheduled to meet again on September 9, 2024. These hearings cannot start before 5 p.m.

FISCAL IMPACT

Millage/Ad Valorem Revenue is estimated to be \$6,635,577.

Total Budget for the Town of Lady Lake for Fiscal Year 2025 is \$39,143,879

SOURCE OF FUNDING

Property Tax

FUNDING ACCOUNTS

300.00 Funds



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval to Award Requests for Proposal (RFP) 2023-0002 for Enterprise Resource Planning (ERP) Software to Springbrook, LLC (John Pearl)

AGENDA ITEM ID

20240805

DEPARTMENT

Information Technology, Finance, and Human Resources

SUMMARY

STAFF RECOMMENDED MOTIONS

Approval of award RFP 2023-0002 for Enterprise Resource Planning (ERP) software to Springbrook, LLC.

Staff requests approval to award RFP 2023-0002 for Enterprise Resource Planning (ERP) software to Springbrook, LLC.

Certain elements of the Town's enterprise business software are very old, and staff anticipate that our current product is near end-of-life status. Staff believe that an investment in modern enterprise business software will improve the efficiency of our current business operations and allow us to provide an improved citizen experience.

The scope of the Enterprise Resource Planning (ERP) software includes all financial business processes related to asset management, accounts payable and receivable, budget preparation, general ledger, inventory, projects, grant management, and purchasing. It also includes all human resources business processes related to employee and benefits management, payroll, and time entry.

The RFP was published in May 2023. Product demonstrations were completed in September and a selection committee completed the vendor selection process in October. Contract negotiations have continued since January.

The order form presented includes two costs, an annual recurring service cost for the cloud hosted services, and a one-time implementation cost. The implementation cost is estimated on a time and materials basis. A milestone payment schedule and a not-to-exceed limit are provided.

If approved, staff plan to begin the implementation of this software in October and are

anticipating an 18-month implementation schedule.

The agreements presented have been reviewed by the Town Attorney and he advised that I call out the following three Master Agreement provisions related to performance, remedies for non-performance, termination, and liability limits, specifically:

Section 13(d) provides the ability for the Town to terminate the agreement should the service availability be less than 99.5% during any three months of a six month period. In this case, any unused fees for that term would be refunded.

Section 14 provides the ability for the Town to receive service credits as the sole remedy for excessive downtime that is less than the threshold established in Section 13(d). A table listing the service credit refund limits is provided in Exhibit A.

Section 16(c) waives liability for Springbrook for any security breach if they can demonstrate they have implemented and maintained commercially reasonable security measures and provided notice of any material security breach involving customer data.

FISCAL IMPACT

The total contract award is \$189,632.00.

Budgeted cost for year one of this project is \$227,558.40, including a 20% contingency allowance.

SOURCE OF FUNDING

Budget

FUNDING ACCOUNTS

The cost is to be divided between the following Finance and HR accounts:

001-1301-513-68-10 (80%)

001-1302-513-68-10 (20%)

PAST ACTIONS

Staff previously advertised a similar RFP (2021-0003) in May 2021. Three vendors submitted, one was elevated during the selection process, but later rejected during the reference check process.

On May 15, 2023, the Commission voted 4 to 0 to approve the readvertisement of an RFP for ERP software.



TOWN COMMISSION MEETING AGENDA ITEM

TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval to Award RFP 2024-001 for Construction Services for the Addition and Renovations to the Lady Lake Library. (Thad Carroll)

AGENDA ITEM ID

20240805

DEPARTMENT

Growth Management/Library Services/Information Technology

SUMMARY

STAFF RECOMMENDATION

Approval to Award RFP 2024-001 for Construction of the Library Addition and Renovations to McLauchlin and Company.

In August 2022, the Town Commission granted approval of the contract proposal with Dickerson Architects, Inc. for design services for modifications to the first and second floors of the library. Judd Dickerson completed the plan set for the project, and it was advertised on Demandstar. The building work consists of the demolition of existing exterior structures, the addition of new exterior spaces, the addition of new interior spaces, and the interior renovation of a portion of the existing building. The site work consists of construction of additional parking spaces, curbing, landscaping, irrigation, vinyl fencing, demolition of existing parking, and restriping the existing parking area. The scope also includes the addition of a second elevator, as well as an emergency power generator.

The bids were forwarded to Judd Dickerson to review; his recommendation is attached.

FISCAL IMPACT

Base Bid - \$4,290,912.00

Add Alt. Lighting - \$192,000.00

Add Alt. Lightning Protection - \$45,000.00

Total Contract Price = \$4,527,912.00

Add 10% Contingency - \$452,791.20

Requested Total Project Funding = \$4,980,703.20

SOURCE OF FUNDING

Budgeted Special Revenue Fund

FUNDING ACCOUNTS

The cost is to be divided among the following accounts:

001-1501-515.62-00

001-1601-516.62-00

001-7101-571.62-00

PAST ACTIONS

On August 15, 2022, the Town Commission granted approval of the design contract proposal with Dickerson Architects, Inc. for the library renovation project.

At the February 28, 2023, Town Commission Workshop, Dickerson Architects gave a presentation of the library renovation options. There was Commission Consensus (5-0) to move forward with the second option laid out by Mr. Dickerson.

On April 2, 2024, the RFP was issued and placed on Demandstar. At the bid opening on May 14, 2024, one bid was received in the amount of \$5,188,000.00. At that time, the Commission opted to rebid the project.

On June 10, 2024, the RFP was reissued and placed on Demandstar. At the bid opening on July 10, 2024, two bids were received.



TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Ordinance 2024-18 - Second and Final Reading - An Ordinance Amending the Zoning Classification for Certain Property Being Approximately 0.51 Acres Owned by Properties of the Yarn Lady, LLC, Located on the South Side of Oak Street, Approximately 375 Feet West of the Intersection of Oak Street and Teague Trail, Addressed as 304 Oak Street Within the Town Limits of Lady Lake, Florida; Amending the Current Entitlements of the Planned Commercial (CP) Memorandum of Agreement; Providing for Severability; Establishing an Effective Date. (Thad Carroll)

AGENDA ITEM ID

20240805

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTIONS

Staff recommends approval of Ordinance 2024-18.

On Wednesday, June 19, 2024, applicant JB Golf Carts LLC, applied on behalf of property owner Properties of the Yarn Lady, LLC, to amend the zoning entitlements for approximately 0.51 acre located on the South Side of Oak Street, approximately 375 Feet West of the Intersection of Oaks Street and Teague Trail. The request is to modify the uses under the Lady Lake Planned Commercial – (CP) zoning classification to allow Retail Sales of Golf Carts. The use would be limited to the 0.51-acre site.

The ordinance proposes the following uses:

1. Permitted Uses. Permitted uses shall be limited to Offices, Retail Sales and Services, Office/Warehouse, Mini-Storage Warehouse Facilities, Medical and Dental Offices and Laboratories, Golf Cart Sales, and those manufacturing uses permitted under “Fabrication Manufacturing” as defined by the Town of Lady Lake Land Development Regulations through Ordinance 94-08, less and except the use of the fabrication of septic tanks.
2. Uses Expressly Prohibited. All uses other than those aforementioned as “permitted uses” shall be expressly prohibited.
3. Hours of Operation. The hours of operation shall be as follows:
 - 8 a.m. – 5 p.m. Monday through Friday
 - 9 a.m. – 3 p.m. on Saturday

The ordinance is modified to allow Retail Sales of Golf Carts. The display of golf carts is permitted inside the building, and outside display of golf carts is limited to five vehicles under the Memorandum of Agreement.

The subject property is located Section 17 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 Heavy Commercial (HC)

East Planned Commercial (CP)

South Planned Commercial (CP)

West Planned Commercial (CP)

The proposed zoning designation is Lady Lake Planned Commercial (CP). The CP designation is consistent with adjacent property to the south, east, and west that is presently in the Town of Lady Lake's jurisdiction. The property is currently zoned Planned Commercial with entitlements under Ordinance 2009-17. However, the other three parties in the business park with entitlements under that ordinance do not wish to have the use of Golf Cart Sales added as a permitted use on their properties. Therefore, the applicant has elected to file the application to only add the use of Golf Cart Sales on their property.

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. Staff mailed notices to inform the surrounding 11 property owners within 150 feet of the property proposed by the rezoning request on Tuesday, June 25, 2024. The property was also posted Tuesday, June 25, 2024.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

PAST ACTIONS

The Technical Review Committee found that Ordinance 2024-18 was ready for transmittal to the Planning and Zoning Board.

At the July 8, 2024 meeting, the Planning and Zoning Board voted 4-0 to forward Ordinance 2024-18 to the Town Commission with the recommendation of approval.

At the July 15, 2024 meeting, the Town Commission voted 5-0 to approve Ordinance 2024-18 on first reading.

1 **DRAFT ORDINANCE 2024-18**
2 **TOWN OF LADY LAKE, FLORIDA**

3 AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY BEING
4 APPROXIMATELY 0.51 ACRES OWNED BY PROPERTIES OF THE YARN LADY, LLC, LOCATED ON
5 THE SOUTH SIDE OF OAK STREET, APPROXIMATELY 375 FEET WEST OF THE INTERSECTION
6 OF OAK STREET AND TEAGUE TRAIL, ADDRESSED AS 304 OAK STREET WITHIN THE TOWN
7 LIMITS OF LADY LAKE, FLORIDA; AMENDING THE CURRENT ENTITLEMENTS OF THE PLANNED
8 COMEMRCIAL (CP) MEMORANDUM OF AGREEMENT; PROVIDING FOR SEVERABILITY;
9 ESTABLISHING AN EFFECTIVE DATE.

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

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

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

20 **WHEREAS**, On August 4, 2003, the Town of Lady Lake and Marvin Smallwood entered into a
21 Memorandum of Agreement, through Ordinance No. 2003-22, at a duly noticed meeting,
22 establishing the "CP" zoning and permitted uses for said property; and

23 **WHEREAS**, the Town Commission of the Town of Lady Lake, through Ordinance No. 2007-25,
24 approved, at a duly noticed meeting, redesignation of said property then owned by John and
25 Patricia Steverding, Gary Tutor, Robert Sackrider and Quinten Downing and approved and
26 entered into a Memorandum of Agreement setting forth certain permitted uses under the
27 "CP" zoning; and

28 **WHEREAS**, the Town Commission of the Town of Lady Lake, through Ordinance No. 2009-17,
29 approved, at a duly noticed meeting, an amendment to the Memorandum of Agreement and
30 the "CP" zoning to include additional permitted uses for said property; and

31 **WHEREAS**, on July 8, 2024 pursuant to the provisions of the Town of Lady Lake Land
32 Development Code, the Planning and Zoning Board of the Town of Lady Lake reviewed the
33 proposed amendment to the Memorandum of Agreement, which is attached as Exhibit "A,"

1 for property more particularly described in Exhibit “B” and recommended to the Town
2 Commission of the Town of Lady Lake that said amendment be adopted; and

3 **WHEREAS**, the property owner desires to amend the Memorandum of Agreement and the
4 "CP" zoning to include additional permitted uses for said property.

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

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

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

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

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PASSED AND ORDAINED this ____ day of _____, **2024** 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:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

EXHIBIT “A” — Legal Description

Alternate Key 3840730— OAK STREET COMMERCE CENTER PB 56 PG 9-10 LOT 4 ORB 4646 PG 1949

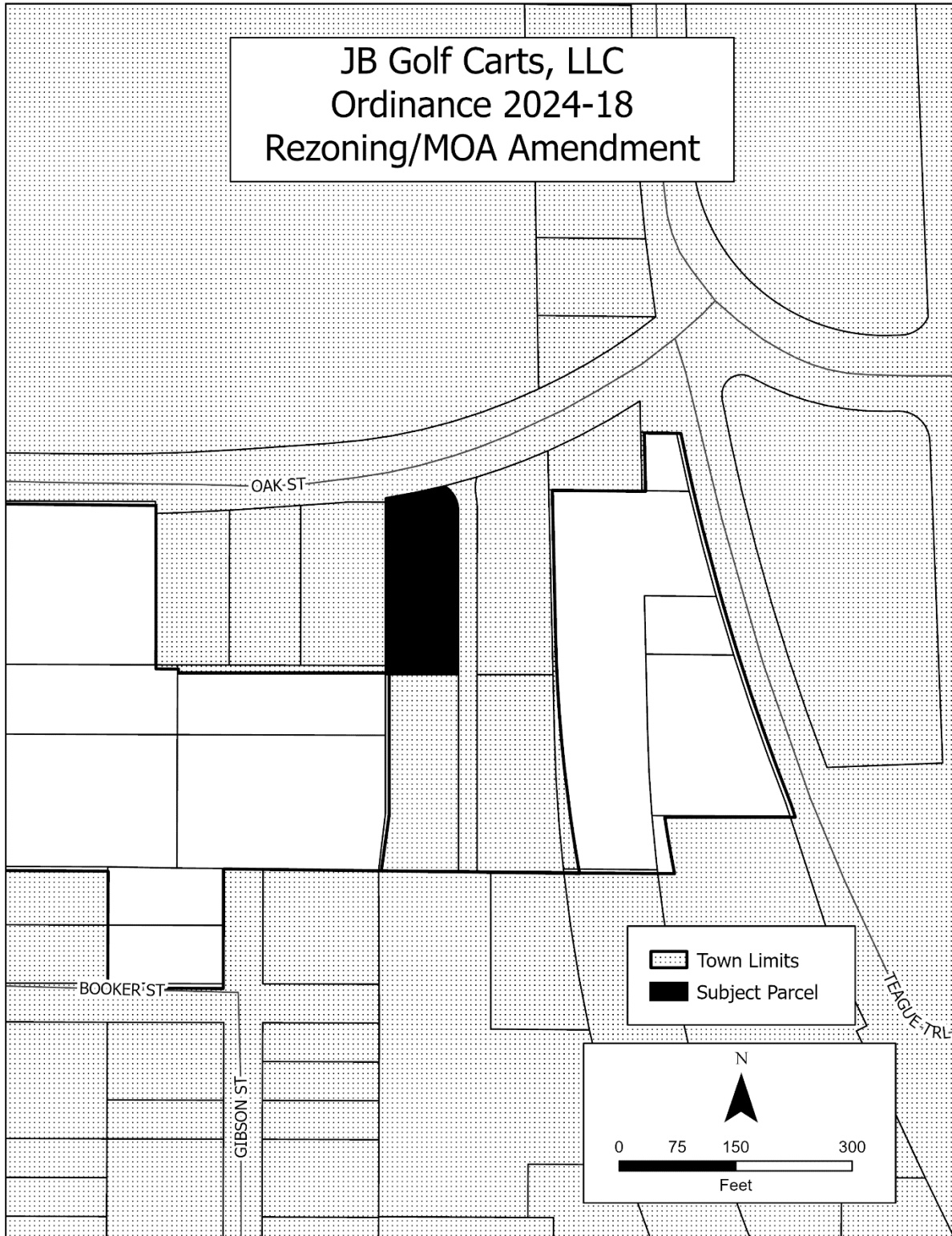


EXHIBIT “B” — MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated this 5th day of August 2024 between the Town of Lady Lake, Florida (the "Town") and Properties of the Yarn Lady, LLC ("Property Owner").

RECITALS

1. The Property Owner is the fee simple owner of certain real property in Lady Lake, Florida as described in the legal description attached as Exhibit "A".
2. On August 4, 2003, the Town of Lady Lake and Marvin Smallwood entered into a Memorandum of Agreement (MOA) through Ordinance 2003-22, pursuant to the provisions of Chapter 5, Section 4) o) 5) a) 1) of the Town's Land Development regulations, as recorded in ORB 2384, Pgs. 92-100.
3. On October 4, 2007, the Town of Lady Lake and John and Patricia Steverding amended the Memorandum of Agreement through Ordinance 2007-25, to include additional uses as recorded in ORB 3524, Pgs. 1390-1396.
4. On August 3, 2009, the Town of Lady Lake and John and Patricia Steverding, Gary Tudor, Robert Sackrider, and Quinten Downing amended the Memorandum of Agreement through Ordinance 2009-17, to include additional uses as recorded in ORB 3822, Pgs. 251-259.
5. The applicant wishes to amend the existing MOA to include additional uses on the 0.51-acre site.
6. Approval of this MOA will remove the subject property from the previously approved MOA under Ordinance 2009-17. Ordinance 2009-17 will remain in effect for all other properties included in the agreement.
7. At this time, the parties wish to enter into an amended Memorandum of Agreement pursuant to the provisions of the Town's Land Development Regulations.

NOW, THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the CP zoning for that property described in the attached legal description, Exhibit “A”.

1. Permitted Uses. Permitted uses shall be limited to Offices, Retail Sales and Services, Office/Warehouse, Mini-Storage Warehouse Facilities, Medical and Dental Offices and Laboratories, Golf Cart Sales, and those manufacturing uses permitted under “Fabrication Manufacturing” as defined by the Town of Lady Lake Land Development

1 Regulations through Ordinance 94-08, less and except the use of the fabrication of
2 septic tanks.

3 2. Uses Expressly Prohibited. Any and all uses other than those aforementioned as
4 “permitted uses” shall be expressly prohibited.

5 3. Hours of Operation. The hours of operation shall be as follows:

6 A. 8 a.m. – 5 p.m. Monday through Friday

7 B. 9 a.m. – 3 p.m. on Saturday

8 4. Design Standards.

9 A. The maximum impervious surface ratio (which includes building coverage) shall
10 be limited to eighty percent (80%).

11 B. Maximum building height is thirty-five feet (35’).

12 C. The outside display of Golf Carts shall be limited to five vehicles and limited to
13 paved parking spaces in excess of those required by Chapter 7 of the Land
14 Development Regulations.

15 D. Setback requirements shall be:

16 1. Front Yard Setback – Twenty-Five feet.

17 2. Rear Yard Setback: - Fifteen feet.

18 3. Side Yard Setback: - Fifteen feet; accessory structures as permitted below
19 (item 8) may be placed at a distance no less than six feet from the side yard
20 property boundary.

21 5. Parking and Accessibility. Parking requirements shall be as required pursuant to
22 Chapter 7 of the Town’s Land Development Regulations for the specific use. All
23 parking spaces shall be ten by twenty feet in size, except for ADA parking spaces which
24 shall be twelve by twenty with a five-foot-wide loading area. The required parking on
25 the site shall be comprised of a minimum of 11 paved parking spaces in conformance

1 with the adopted code, additional parking spaces may be used for outside golf cart
2 display with a maximum of five golf carts on display at one time.

3 6. Landscaping. Class “B” Landscape Buffers shall be installed around the subject
4 property line as delineated in Chapter 10, Landscaping section of the Land
5 Development Regulations.

6 7. Dumpster and Refuse. All dumpster and refuse areas shall be large enough to
7 accommodate the intended use. It shall also be screened with a six (6) foot high
8 opaque fence and a Class “B” buffer installed as delineated in Chapter 10,
9 Landscaping section of the Land Development Regulations. The extent and type of the
10 screening shall be determined by the Town Commission at the time of site plan
11 approval. No refuse outside of the dumpster area shall be permitted.

12 8. Accessory Structures. One shed may be permitted to provide additional storage for
13 business operations. Storage must only support the uses of the business. Sheds may
14 not be leased or used by any person other than the business owner. Sheds shall be
15 limited to a maximum size of 14’ x 40’ and shall be placed behind the building to
16 screen from the public view. The architectural characteristics of the shed shall be
17 consistent in paint color, roof and roof color, and fencing with the primary structure.

18 9. Fencing. Business-related outdoor inventory storage must be screened from public
19 view by a six foot, opaque fence.

20 10. Water Retention Areas. The drainage and stormwater retention requirements of the
21 Town and the appropriate regulatory agencies shall be met and approved by the Town
22 Consulting Engineer. These areas shall be properly maintained by the developer.

23 11. Lighting. All lighting for the proposed facilities shall be designed and located such
24 that light and/or glare shall be directed upon the subject property only.

25 12. Compliance with All Requirements. Nothing herein shall relieve the Developer or their
26 successors or assigns from obtaining any local, regional, state or federal permits or
27 compliance with any applicable ordinance, laws, rules or regulations necessary for the
28 development of the property.

29 13. Heirs and Successors. The terms and conditions as set forth in this Memorandum of
30 Agreement shall insure to the benefit of and shall constitute a covenant running with
31 the land and under the terms, conditions and provisions hereof, and shall be legally

1 binding upon any heirs, assigns and successors in title or interest, and shall be subject
2 to each and every condition herein set out.

3 14. Recordation. The Memorandum of Agreement shall be recorded in the Public Records
4 of Lake County, Florida.

5 15. Enforcement. Enforcement of this Memorandum of Agreement shall be through the
6 Town of Lady Lake Town Commission. Upon approval of this agreement, the
7 aforementioned property shall only be used for the purposes described herein. No
8 change in the use, further expansion of the uses, additions to the uses, or additions to
9 the facilities shall be permitted except as approved by formal amendment of this
10 Memorandum of Agreement. Any other proposed use shall be specifically authorized
11 by amendment and approval of the Town of Lady Lake Commission and shall be
12 legally binding upon any heirs, assigns and successors in title or interest.

13
14 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first
15 above written.

16 **Town of Lady Lake, Florida**

17 _____
18 Ed Freeman, Mayor

19 Attest:

20 _____
21 Nancy Wilson, Town Clerk
22
23

24 Approved as to form:

25 _____
26 Derek Schroth, Town Attorney

1 **PROPERTY OWNER**

2 _____
3 Diane Hardin, Owner
4 Properties of the Yarn Lady, LLC

5 **STATE OF FLORIDA**
6 **COUNTY OF LAKE**

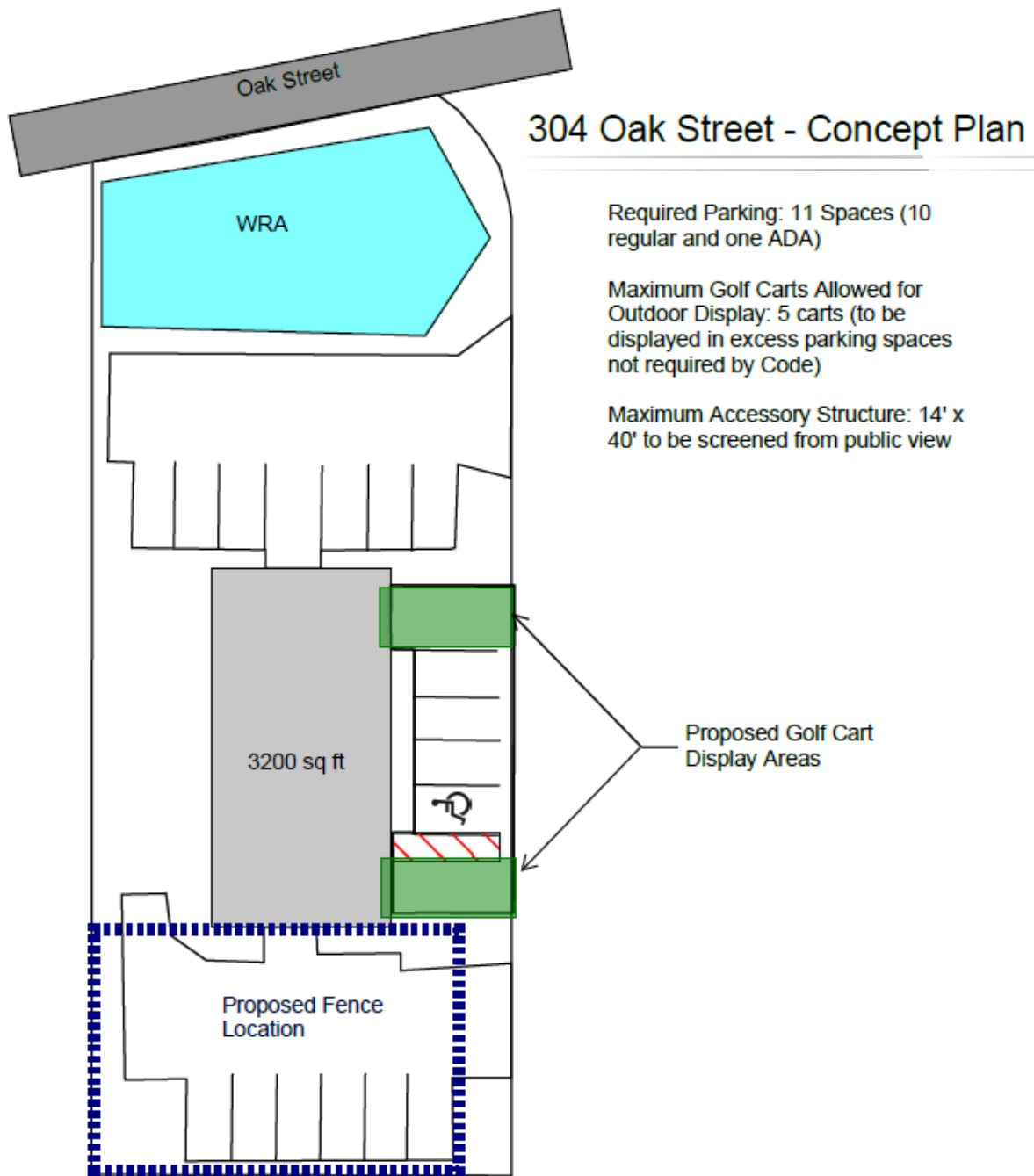
7 The foregoing instrument was acknowledged before me by means of _____ physical
8 presence or _____ online notarization, this ____ day of _____, 2024 by
9 _____, as Owner/Authorized Signer of the Property, who is
10 personally known to me or has produced _____ as identification.

11 _____
12 Notary Public Signature

13 My Commission Expires:

1

EXHIBIT "C" — Conceptual Plan



2



TOWN COMMISSION MEETING AGENDA ITEM

TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Resolution No. 2023-116 – Variance - First and Final Reading - A Resolution Granting a Variance to Allow Additional Wall Signs on the North Facade of the Proposed 45,603 Square Foot Retail Grocery Store in Accordance with the Provisions of Chapter 17, Section 17-4. b). 2)., of the Town of Lady Lake Land Development Regulations, on Property Owned by SK Hammock Oaks, LLC, on Property Being Approximately 20.4 Acres of Land, Located at the Southeast Corner of the Intersection of Cherry Lake Road and Highway 466, Within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

20240805

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommends approval of Resolution 2023-116.

SUMMARY

On Monday, November 6, 2023, a variance application was filed with the Town of Lady Lake, by James Harvey of Kolter Land Partners, LLC on behalf of the property owner, SK Hammock Oaks, LLC, for property located at the southeast corner of the intersection of Cherry Lake Road and Highway 466.

The variance request is pursuant to Chapter 17, Section 17-4. b). 2)., of the Land Development Regulations (LDRs) which allows one wall sign per building frontage on a public street. The variance request is to allow four wall signs to be installed on the north façade of the proposed 45,603 square foot retail grocery store.

BACKGROUND

On Monday, November 6, 2023, a new major site plan was submitted for a 20.4-acre site located at the southeast corner of the intersection of Cherry Lake Road and Highway 466. The applicant proposed a 60,724 square foot retail grocery store and a 1,618 square foot fuel kiosk as well as five other parcels to be developed at a later date.

JUSTIFICATION STATEMENT

The applicant's justification statement expresses that because the building is large and has multiple entrances, each entrance will need its own sign for wayfinding purposes. It is also stated that Walmart Neighborhood Markets serve many different purposes, such as grocery

services, pharmacy services, and liquor sales, with each service requiring a sign to direct customers.

Per the applicant, the site plan has since been modified from the original submittal to reduce the building size from 60,724 square feet to 45,603 square feet, or 75% of the original size. This has resulted in the elimination of one of the proposed wall signs, bringing the number of wall signs requested from five to four.

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

No diminution in value of surrounding properties would be suffered; granting the permit would be of benefit to the public interest; denial of the permit would result in unnecessary hardship to the owner seeking it; the use must not be contrary to the spirit of this Code.

Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

Notices to inform the surrounding 15 property owners within 150' of the subject property of the proposed variance were originally mailed on Monday, November 27, 2023. The property was also originally posted on Monday, November 27, 2023, with additional signs added on Tuesday, November 28, 2023. Revised notices were sent on Tuesday, January 9, 2024 with the updated meeting dates. The revised signs were posted on Wednesday, January 10, 2024 due to inclement weather. This agenda item at those meetings was subsequently tabled.

The most recent notices to inform the adjacent property owners were mailed on Thursday, July 18, 2024. Notification signs were also posted on the property on Thursday, July 18, 2024.

FISCAL IMPACT

None.

FUNDING ACCOUNT

None.

PAST ACTIONS

The Technical Review Committee reviewed Resolution 2023-116 and found that it was ready for consideration by the Planning and Zoning (P&Z) Board.

At the December 11, 2023 meeting, the Planning and Zoning Board voted 3-0 to forward Resolution 2023-116 to the Town Commission with the recommendation of approval.

The application was tabled at the January 3, 2024 and January 17, 2024 Town Commission meetings.

1 **DRAFT RESOLUTION 2023-116**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE,**
4 **FLORIDA, GRANTING A VARIANCE TO ALLOW FOUR WALL SIGNS PER**
5 **BUILDING FRONTAGE ON A PUBLIC STREET IN ACCORDANCE WITH THE**
6 **PROVISIONS OF CHAPTER 17, SECTION 17-4. b). 2)., OF THE TOWN OF LADY**
7 **LAKE LAND DEVELOPMENT REGULATIONS, OWNED BY SK HAMMOCK OAKS,**
8 **LLC, BEING APPROXIMATELY 20.4 ACRES OF LAND, LOCATED AT THE**
9 **SOUTHEAST CORNER OF THE INTERSECTION OF CHERRY LAKE ROAD AND**
10 **HIGHWAY 466, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE,**
11 **FLORIDA.**

12 **WHEREAS,** SK Hammock Oaks, LLC, the property owners of certain real property
13 located in the Town of Lady Lake, Florida, more particularly described in Exhibit “A,”
14 have petitioned for a variance from the provisions of Chapter 17, Section 17-4, b).2).; and
15 and

16 **WHEREAS,** the applicants have petitioned for a variance from the provisions of
17 Chapter 17, Section 17-4, b).2). of the Town of Lady Lake Land Development
18 Regulations which allows a maximum of one wall sign per building frontage on a
19 public street. The variance requested is to allow four wall signs on the north façade
20 of the proposed 45,603 square foot retail grocery store; and

21 **WHEREAS,** the Town Commission of the Town of Lady Lake held a public hearing to
22 consider the variance request, and having heard evidence and testimony on said
23 request, found it to be consistent with the Lady Lake Comprehensive Plan and
24 requirements for variances set forth in the Land Development Regulations of the
25 Town of Lady Lake.

26 **NOW, THEREFORE, BE IT RESOLVED** that the Town Commission of the Town of Lady
27 Lake, Florida, hereby grants a variance from the provisions of Chapter 17, Section
28 17-4, b).2). of the Town of Lady Lake Land Development Regulations which allows a
29 maximum of one wall sign per building frontage on a public street. The variance
30 requested is to allow four wall signs on the north façade of the proposed 45,603
31 square foot retail grocery store on approximately 20.4 acres of property located at
32 the southeast corner of the intersection of Cherry Lake Road and Highway 466,
33 within the Town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its adoption by the Town
Commission of the Town of Lady Lake.

RESOLVED this ____ day of _____, **2024**, in Lady Lake, Florida, by the Lady Lake
Town Commission.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

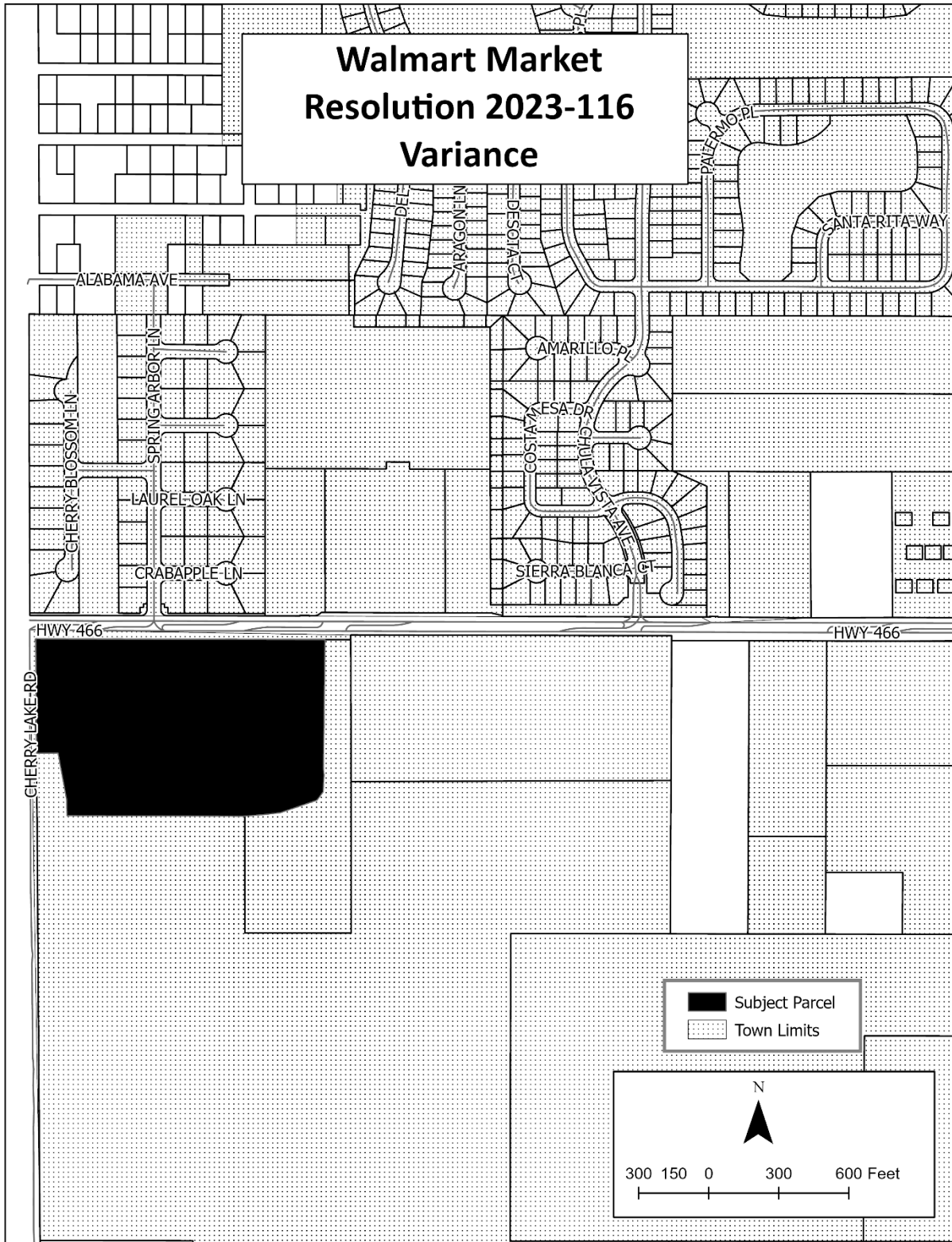
Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

EXHIBIT A — LEGAL DESCRIPTION AND MAP

Parcel ID 19-18-24-0010-00C-00000; ALTERNATE KEY 3952372:
HAMMOCK OAKS PHASE 1A PB 83 PG 1-8 TRACT C





TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Resolution 2024-106 – Variance – First and Final Reading - Hammock Oaks Commercial Site - Historic Tree Removal – Pursuant to Chapter 10, Section 10-5). c).3). A., of the Land Development Regulations (LDRs) to allow for the removal of two viable historic trees located on 20.43 acres at the southeast corner of the intersection of Cherry Lake Road and Highway 466, owned by SK Hammock Oaks, LLC, within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

08052024

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTIONS

Staff recommends approval of Resolution 2024-106.

The variance application is in accordance with the provisions of Chapter 10, Section 10-5). c).3)., of the Town of Lady Lake Land Development Regulations which requires the submittal of a Historic Tree Removal variance application for any property owner who desires to remove a healthy historic tree located on commercial property.

On Thursday, June 20, 2024, a variance application was received. The request is to allow the removal of two historic Live Oak trees on a 20.43 acre site referenced as the Hammock Oaks Commercial site located at the southeast corner of the intersection of Cherry Lake Road and Highway 466, owned by SK Hammock Oaks, LLC and referenced by Alternate Key 3952372, within the Town Limits of the Town of Lady Lake, Florida.

BACKGROUND

The subject property is approximately 20.43 acres of land located in Section 19, Township 18 South, and Range 24 East. The property is zoned Planned Unit Development (PUD) and the future land use is Mixed Development District/Traditional Neighborhood District (MDD-TND). On Monday, November 6, 2023, a site plan application was submitted for a 60,724 square foot retail grocery store and 1,618 square foot fuel kiosk. A variance request for the removal of eight historic trees was submitted at the same time. This variance application (Resolution 2023-114) was taken before the Town Commission on January 17, 2024. At this meeting, the Town Commission voted to deny the request by a 3-2 vote. The applicant has opted to amend the proposed site plan and a new variance request was submitted to reduce the number of trees to be removed to two trees instead of the original eight trees.

JUSTIFICATION STATEMENT

Per the applicant, the site has been modified to reduce the building size to minimize the impact on the historic trees on the site. The applicant has reduced the size of the proposed grocery store from 60,724 square feet to 45,603 square feet, or 75% of the original size.

Several tree clusters located on the property were evaluated by Laurie Hall, Professional Landscape Architect and ISA Certified Arborist and determined to be several individual trees and not one tree.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 10-5, Section 3 – Review criteria for variances in the Land Development Requirements.

Should the Town Commission approve the applicant's request for tree removal, the applicant shall, at the time of application for tree removal pay to the Town Tree Bank, three thousand six hundred dollars (\$3,600.00) for each thirty-six-inch DBH tree, plus one hundred dollars (\$100.00) for each additional inch over the thirty-six (36) inches. This mitigation fee is to offset the loss of each historic tree. Based on the two historic trees proposed to be removed, the mitigation fee to the Town's Tree Bank would be \$20,800.00.

Developers of all non-residential or multi-family developments, requiring site plan approval are not required to submit an application for clearing and tree permit, but are required to submit a tree survey and landscape plans at the time of site plan submittal so that consideration may be given to the protection of native trees, historic trees, and vegetation.

Notices to inform the surrounding 15 property owners within 150' of the subject property of the proposed variance were mailed on Monday, June 24, 2024. Notification signs were also posted on the property on Monday, June 24, 2024.

FISCAL IMPACT

None.

FUNDING ACCOUNT

None.

PAST ACTIONS

The Technical Review Committee reviewed Resolution 2024-106 and found that it was ready for consideration by the Planning and Zoning (P&Z) Board.

At the July 8, 2024 meeting, the Planning & Zoning Board voted 4-0 to approve Resolution 2024-106.

1 **DRAFT RESOLUTION 2024-106**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE,**
4 **FLORIDA, GRANTING A VARIANCE TO AUTHORIZE THE REMOVAL OF TWO**
5 **VIALE HISTORIC TREES IN ACCORDANCE WITH THE PROVISIONS OF**
6 **CHAPTER 10, SECTION 10-5. c). 3). A)., OF THE TOWN OF LADY LAKE LAND**
7 **DEVELOPMENT REGULATIONS, OWNED BY SK HAMMOCK OAKS, LLC,**
8 **WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.**

9 **WHEREAS,** SK Hammock Oaks, LLC, the property owner of certain real property
10 located in the Town of Lady Lake, Florida, more particularly described in Exhibit “A,”
11 has petitioned for a variance from the provisions of Chapter 10, Section 10-5,
12 c).3).A).; and

13 **WHEREAS,** the applicant is requesting to approval to remove two viable historic
14 trees having a diameter at breast height (DBH) of at least 36 inches; located within
15 the Hammock Oaks Commercial site, referenced by Alternate Key Number 3952372;

16 **WHEREAS,** the Town Commission of the Town of Lady Lake held a public hearing to
17 consider the variance request, and having heard evidence and testimony on said
18 request, found it to be consistent with the Lady Lake Comprehensive Plan and
19 requirements for variances set forth in the Land Development Regulations of the
20 Town of Lady Lake.

21 **NOW, THEREFORE, BE IT RESOLVED** that the Town Commission of the Town of Lady
22 Lake, Florida, hereby grants a variance from the provisions Chapter 10, Section 10-5,
23 c).3).A)., of the Town of Lady Lake Land Development Regulations which requires a
24 variance for the removal of historic trees, and to allow for the removal of two viable
25 historic trees located within the Hammock Oaks Commercial site, referenced by
26 Alternate Key Number 3952372, within the Town limits of the Town of Lady Lake,
27 Florida.
28

This Resolution shall take effect immediately upon its adoption by the Town
Commission of the Town of Lady Lake.

RESOLVED this ____ day of _____, **2024**, in Lady Lake, Florida, by the Lady Lake
Town Commission.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

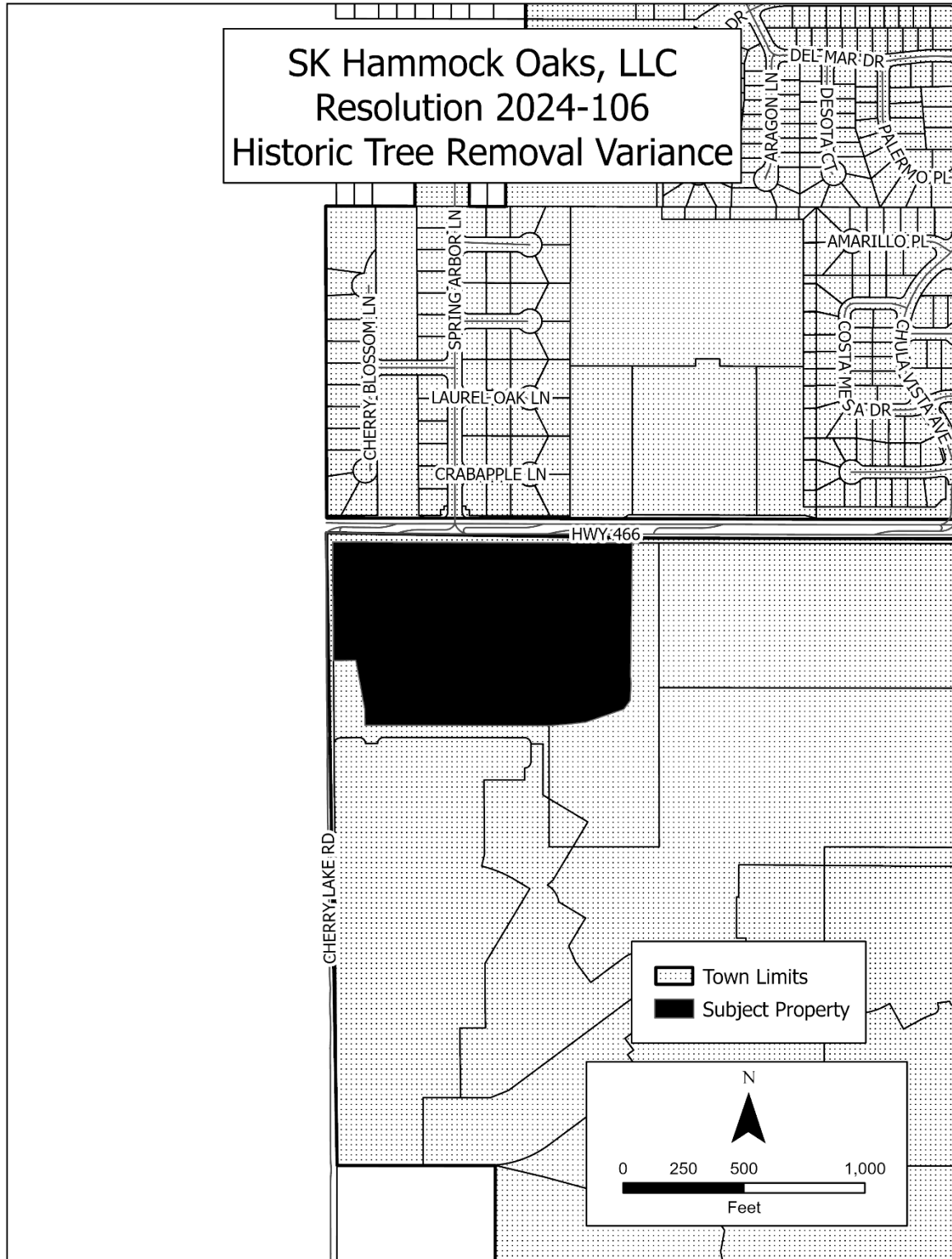
Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

EXHIBIT A — LEGAL DESCRIPTION AND MAP

Parcel ID 19-18-24-0010-00C-00000; ALTERNATE KEY 3952372:
HAMMOCK OAKS PHASE 1A PB 83 PG 1-8 TRACT C





TOWN COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Resolution 2024-107 - Declaration of Qualifying Dates for the Office of Town Commissioner for Wards Two and Four for the November 5, 2024 General Election; and Authorization to Request that the Lake County Supervisor of Elections Conduct the Election. (Nancy Wilson)

AGENDA ITEM ID

20240805

DEPARTMENT

Town Clerk

SUMMARY

STAFF RECOMMENDED MOTIONS

1. Approval of Resolution 2024-107 declaring the qualifying dates for the November 5, 2024 General Election.
2. Authorization for the Town Clerk to request that the Lake County Supervisor of Elections conduct the general election for the Town.

Staff is requesting the adoption of Resolution 2024-107, which announces the qualifying dates for Town Commissioner candidates for the general election to be held on November 5, 2024. The qualifying period will begin August 12, 2024 at 12 noon and end on August 16, 2024 at 12 noon.

In addition, a request is being made to authorize the Town Clerk to request that the Supervisor of Elections for Lake County conduct the November 5, 2024 general election for the Town of Lady Lake.

FISCAL IMPACT

\$100

SOURCE OF FUNDING

General Fund

FUNDING ACCOUNT

Town Clerk — Elections 001-1203-512-5210

DRAFT RESOLUTION 2024-107
TOWN OF LADY LAKE, FLORIDA

A RESOLUTION DECLARING QUALIFYING DATES FOR THE OFFICE OF TOWN COMMISSIONER FOR WARDS TWO AND FOUR OF THE TOWN OF LADY LAKE, FLORIDA, SPECIFYING QUALIFICATIONS FOR CANDIDATES; PROVIDING FOR POSTING NOTICE.

BE IT RESOLVED by the Town Commission of the Town of Lady Lake, Florida:

Section 1. There is hereby declared a general election for the offices of Town Commissioner for Wards One, Three, and Five, which election shall be held on November 5, 2024, in Lady Lake, Florida.

Section 2. Candidates for the office of Town Commissioner for Wards Two and Four of the Town of Lady Lake, Florida must qualify for office by filing a written petition pursuant to Section 10.02 of the Town of Lady Lake Charter with the Town Clerk, to be submitted beginning August 12, 2024 at 12 noon through August 16, 2024 at 12 noon. Candidate petitions may be obtained from the Town Clerk during regular business hours.

Section 3. The Mayor shall announce the election and foregoing qualification dates at the August 5, 2024 regular meeting and shall cause a copy of this Resolution to be posted in a conspicuous place at Town Hall.

RESOLVED this 5th day of **August, 2024** in Lady Lake, Florida, by the Lady Lake Town Commission.

Town of Lady Lake, Florida

Ed Freeman, Mayor

Attest:

Nancy Wilson, Town Clerk

Approved as to form:

Derek Schroth, Town Attorney