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 19, 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

Rev. Derick Dimry – New Song Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

A. **CONSENT**

1. August 5, 2024 – Town Commission Minutes
2. Consideration of Approval of the Fiscal Year 2024-2025 Holiday Schedule. (Tamika DeLee)

3. Consideration of Approval of Collective Bargaining Agreement between the North Central Florida Police Benevolent Association (PBA) and the Town of Lady Lake (TOLL) for the Period of October 1, 2024 through September 30, 2027. (Tamika DeLee)

4. Consideration of Approval of the Extension of the Professional Services Agreement between the Town of Lady Lake and Charles Abbott Associates, Inc. for Building Inspection and Plan Review Services. (Thad Carroll)

5. Consideration of Approval to Award a Contract to Kerry Barnett Fire Safety Consulting in Response to Request for Proposal (RFP) 2024-002, Providing for Contracted Part-Time Fire Inspection, Plan Review, and Related Support Services for the Town of Lady Lake. (Thad Carroll)

6. Consideration of Mutual Agreement for Pavement Management-Preservation Services for the Fiscal Year 2023-2024 Annual Street Resurfacing Project. (C.T. Eagle)

B. **NEW BUSINESS**

1. Consideration of Approval of FY 2024-2025 Benefits (Medical, Dental, Life Insurance, Long Term Disability, Short Term Disability, Critical Illness, Accident Coverage) (Tamika DeLee)

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

3. Consideration of the Lady Lake Chamber of Commerce's Proposed Lease Renewal. (Mike Burske)

4. Consideration of Approval for the Lady Lake Medical Office Major Site Plan MJSP 04/24-001 - Proposing a 7,130 Square Foot Medical Office with 48 Parking Spaces, on a 1.50-acres property zoned Planned Commercial (CP), owned by XM Holdings The Villages, LLC, Addressed as 151 La Grande Boulevard, Located on La Plaza Grande Approximately 650 Feet North of La Plaza Parkway, within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)

5. Discussion Regarding Use of the Community Building by the AA Group on Sunday Evenings after 6:00 PM. (Commissioner Sage)

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.

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

August 5, 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

Reverend Jim Keough, Retired

PLEDGE OF ALLEGIANCE

Led by Mayor Freeman

ROLL CALL

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

STAFF PRESENT

Bill Lawrence, Town Manager, Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Pam Winegardner, Finance Director; Mike Burske, Parks and Recreation Director, Police Chief Steve Hunt, Lady Lake Police Department; Deputy Chief Jason Brough, Lady Lake Police Department; Lt. Rob Tempesta, Lady Lake Police Department, Becky Higgins, Senior Planner; Tamika DeLee, Human Resources Director; Nancy Wilson, Town Clerk; and Carol Osborne, Deputy Town Clerk.

Town Attorney Derek Schroth was also in attendance.

A. PROCLAMATION – National Clown Week

Mayor Freeman read the proclamation and presented it to the representatives of Clown Alley 179.

B. ANNOUNCEMENT – Qualifying Period for the 2024 Elections

Mayor Freeman announced the qualifying period for 2024 Elections is between August 12th at Noon and August 16th at Noon.

C. CONSENT

Commissioner Roberts asked to pull item 2 – Lady Lake Dog Park Association.

Mayor Freeman asked Mr. Burske to review all of the lease agreements for discussion.

1. July 15, 2024 – Town Commission Meeting Minutes

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

Commissioner Roberts stated that the dog park is open from 8AM to 4PM, yet the hours of operation stated in the lease are from 8AM to 12 Noon. She acknowledged that the Town Manager has authority to make this adjustment. Commissioner Roberts confirmed with Mr. Burske that the Town maintains this property, and asked if the Town owns the fence.

Mr. Burske stated that the lease will be amended to reflect the hours of operation. He stated that he is unsure who owns the fence.

Commissioner Roberts stated that this is a paid membership, and asked if there are options for those who cannot afford the membership and for those who cannot utilize the dog park during regular hours.

Mr. Burske stated that in the past, the Lady Lake Dog Park Association has requested the commission approve extending the hours due to those who need evening hours. He does not know if the Association has a grant program for those who cannot afford the membership.

Commissioner Roberts suggested looking at space at Snooky Park or another area for a dog park with evening hours. She stated that it would be beneficial for those who work and would like to take their dog to a safe area to let them run off lead.

Mayor Freeman asked Mr. Burske if the dog park has lights for nighttime hours.

Mr. Burske responded negatively.

Mayor Freeman stated that this item needs further review with the Association, i.e., how the membership monies are utilized.

Mr. Burske stated that there are approximately 100 members, and the membership fee is mainly for insurance costs. He stated that the Association recently replaced the gates.

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)

Mayor Freeman confirmed with Mr. Burske that the Chamber does not pay for electricity and asked what the monthly electric cost is.

Mr. Burske replied affirmatively adding that the Chamber is allotted a certain amount for electric costs annually. He stated if the electric bill exceeds that threshold, the Chamber is responsible for paying the overage. He estimates the electric bill is approximately $200 each month.

Commissioner Roberts asked Mr. Burske to submit the actual electrical use. Mr. Burske stated that he would include it in his next department manager's report.

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)

Item 2 – Lady Lake Dog Park Association Proposed Lease and Item 6 – Lady Lake Chamber of Commerce's Proposed Lease were pulled from the Consent Agenda for further consideration.

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

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)

Town Manager Bill Lawrence presented this agenda item. He stated that he was not present at the July 15 commission meeting when this agenda item was initially presented. He stated that he has discussed it individually with a few of the commissioners.

The proposed changes:

1. Increase the number of hours that can be carried over from fiscal year to fiscal year.
2. Increase the payout amount to an employee upon separation.
3. Increase the amount of PTO that can be redeemed by an employee each year.

Commissioner Roberts stated that there was discussion regarding employees needing a balance of up to 480 hours of PTO to have paid time in the event of a medical issue, which would carry them until the long-term disability commenced. She stated that she is in favor of the carry forward, and not in favor of increasing maximum payouts or the PTO buyback options. She stated that she researched state and federal guidelines, and the state of Florida maximizes how much one can buyout for a lifetime, which is up to 240 hours. The Town currently has the ability for employees to sell back up to 80 hours a year. Meaning, there is no lifetime maximum. She stated that for an employee to not take time off and sell it back to the Town is adding more cost into the budget that is not intended as part of a salary.

Commissioner Sage stated that with this proposal, a tenured employee who receives approximately 288 hours of PTO hours annually could sell back this time and essentially be paid for another month. He stated that he is not in favor of the buyback option. He stated that some departments have employees who do not take vacation time because no other employee can do their job, and that needs to change. He stated that the Police Chief recognized this and asked to hire two additional lieutenants explaining that if he, the Deputy Chief, and the Lieutenant are out, there is no one to run the police department. He stressed that every department needs to have at least one other employee who is trained and can take over if the department head is out on leave. He emphasized that every Town employee is dedicated and works very hard, and that this option speaks to a few employees who do not utilize their PTO time.

Mr. Lawrence explained that many towns implemented PTO to combine vacation time and sick time. In the past employees earned 10 hours of vacation time and 10 hours of sick time each month. With PTO time, newer employees receive 15 hours of PTO time monthly, which saves the town money. He stated that the tenured employees feel that they were given a benefit that they accumulated and if they do not use it, it is taken away from them.

Commissioner Regan stated that he feels the current PTO policy is sufficient. The cost to budget for a few employees by budgeting for all employees is extreme. Perhaps this option can be revisited in the future.

Commissioner Gourlie expressed his concern regarding employees banking PTO time as a bridge to long-term disability.

Mayor Freeman stated that he has considered this issue seriously. The criteria in the backup material is that employees are required to take 40 hours of PTO to qualify for the buyback. He stated that he feels it should be 80 hours. He reiterated that department heads should have someone in their department to take over for them while they are on leave. The reason for vacation time is for the employee to get rested and reenergized.

Mayor Freeman suggested this agenda item be tabled and revised.

Commissioner Regan made a motion to table this agenda item for revisions; Commissioner Sage seconded. Motion carried 5-0.

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

Parks and Recreation Director Mike Burske presented this agenda item stating that Ralph Jones is a Pickleball pro who would be providing lessons before 10AM, allowing the general public to utilize the courts for the remainder of the day. The town would receive 10% of the gross revenue generated.

Commissioner Sage asked if this service will impose on the public who use the courts prior to 10AM.

Mr. Burske advised that no one has been using the courts before 10AM.

Commissioner Roberts made a motion to approve Ralph Jones to give pickleball lessons on the Lady Lake tennis and pickleball courts. Commissioner Sage seconded. Motion carried 5-0.

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)

Finance Director Pam Winegardner stated this agenda item is to get a consensus of the tentative millage rate and to set the proposed dates, times, and place for the final public hearing for the tentative millage rate and budget. She advised that the Lake County Property Appraiser notifies via TRIM advertisement the municipalities considering proposed millage rates.

Ms. Winegardner advised that the millage rate will be set at the September 4, 2024, commission meeting. At the September 16, 2024, commission meeting, the millage rate that was set can be agreed upon or can be lowered. The millage rate will be voted on first because that determines the property tax in the budget.

Commissioner Gourlie made a motion to approve the dates, times and place for the first and second Public Hearings to set the millage rate and approve the budget; Commissioner Roberts seconded. Motion carried 5-0.

4. Consideration of Approval to Award Requests for Proposal (RFP) 2023-002 for Enterprise Resource Planning (ERP) Software to Springbrook, LLC. (John Pearl)

Information Technology Director John Pearl presented this agenda item stating that due to the age of the Town's current enterprise business software, an investment in modern ERP software will improve the efficiency of the Town's business operations. 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.

Mr. Pearl advised that the agreements have been reviewed by the Town Attorney who advised 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).

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.

Mayor Freeman verified with Mr. Pearl that this proposal is included in the 2024-2025 budget.

Commissioner Roberts made a motion to approve the award request for the RFP 2023-002, Enterprise Resource Planning (ERP) Software to Springbrook, LLC; Commissioner Gourlie seconded. Motion carried 5-0.

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

Growth Management Director Thad Carroll presented this agenda item stating that 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. RFP 2024-001 was advertised in February 2024 and one bid was received. The commission felt the bid was too high and readvertised the bid. Two bids were received, both lower than the prior sole bidder.

Mr. Carroll presented the breakdown of costs:

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

Commissioner Gourlie asked what was cut from the first bid that reduced the costs.

Mr. Carroll stated that nothing was eliminated. He advised that simply rebidding the project resulted in better offers, noting that competition is also good for pricing.

Mayor Freeman asked if there are penalty clauses included in this contract.

Mr. Carroll stated that this will be considered at the time of contract negotiations.

Commissioner Sage made a motion to approve the award of RFP 2024-001 for Construction of the Library Addition and Renovations to McLauchlin and Company; Commissioner Roberts seconded. Motion carried 5-0.

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)

Growth Management Director Thad Carroll presented this agenda item stating the application was received Wednesday, June 19, 2024, by applicant JB Golf Carts LLC, on behalf of property owner Properties of the Yarn Lady, LLC, to amend the zoning entitlements for property located on the South Side of Oak Street. 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.

Permitted Uses:

1. Offices; 2. Retail Sales and Services; 3. Office/Warehouse; 4. Mini-Storage Warehouse Facilities; 5. Medical and Dental Offices and Laboratories; **6. <u>Golf Cart Sales;</u>** 7. 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.

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

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 Code

- 11 parking spaces are required per Chapter 7 of the Land Development Regulations

Business-related outside storage must be screened by a 6' opaque fence and located behind the building.

Commissioner Gourlie made a motion to approve Ordinance 2024-18 on second and final reading; Commissioner Regan seconded.

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

Motion carried 5-0.

2. Resolution 2023-116 — Variance – First and Final Reading — A Resolution Granting a Variance to Allow Additional Wall Signs on the North Façade 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)

Growth Management Director Thad Carroll presented this agenda item stating that this resolution was presented in association with the proposed plan for the Walmart Neighborhood Market and was tabled in January 2024. After seeing the elevations, there were concerns from the commissioners regarding the aesthetic of the façade, and the reason for the amount of wall signs. He stated that the applicant opted to amend the proposed site plan and bring this application back to the Town Commission. He advised that the applicant has reduced the number of wall signs to four signs.

Mr. Carroll explained that Town code allows one sign and because the mass of the building is long, the applicant desires to install signage along the facade to advise where certain departments are located within the store. He advised that the applicant also reduced the size of the building thereby eliminating the need for one additional sign.

Commissioner Regan asked if grocery pickup will be available.

John Curtis, Kolter Land Group

Mr. Curtis stated there are designated parking spaces for grocery pickup.

Commissioner Regan confirmed with Mr. Curtis that there is adequate space for vehicles to get in line for pharmacy pickup.

Mr. Curtis stated that this was discussed with the Walmart representative who advised this revised plan would provide more than adequate space to meet the needs in this area.

Commissioner Gourlie made a motion to approve Resolution 2024-116 on first 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.

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)

Growth Management Director Thad Carroll presented this agenda item stating that the applicant is James Harvey on behalf of SK Hammock Oaks, LLC. He presented a map of the subject property indicating the location of the two trees to be removed. He explained that this resolution was presented to the commission in January 2024, and at the direction of the commission, the site was redesigned to save more trees. He stated that the size of the building has been reduced to save a significant number of trees.

Mr. Carroll specified that the two trees to be removed are in conflict with the building and the drive aisle.

Mayor Freeman thanked Walmart for their effort.

Commissioner Gourlie made a motion to approve Resolution 2024-106 on first and final reading; Commissioner Roberts seconded.

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

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

Motion carried 5-0.

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 Clerk Nancy Wilson presented this agenda item stating that this is an annual formality.

Commissioner Roberts made a motion to approve Resolution 2024-107 on First and Final reading; Commissioner Sage 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

Town Manager Bill Lawrence stated that there are no events scheduled for August.

Mr. Lawrence acknowledged Finance Director Pam Winegardner for her budget presentation at the budget workshop, along with the department managers who represented their departments well.

MAYOR AND COMMISSIONER'S REPORT

Commissioner Roberts commented regarding the proposed millage increase for 2024. She stated that she looked at a home with a market value at $225,000.00, the home's benefit and the homestead benefit; by breaking it down between the proposed millage for 2025 and the millage for 2024, it will cost that homeowner approximately 8 cents per day. She reminded the citizens of Lady Lake that the police department is working toward being fully staffed, the town has more roads to maintain, and another sewer plant is coming online to service the residents of the town. She stated that town staff maintains our roads to a higher degree than the surrounding areas, and that she is more than willing to pay the additional cost per day for our beautiful area and for the way that this Town is maintained.

Mayor Freeman stated that his neighbor nearly became a victim of a scam. Officer Mark Austin responded to her address, was able to calm her so she could give him the information he needed, and she retained her money. Mayor Freeman complimented Officer Austin for how well he handled the situation.

PUBLIC COMMENTS

No comments.

ADJOURN

There being no further business to discuss, the meeting was adjourned at 7:06 p.m.

____
Carol Osborne, Deputy Town Clerk

____
Ed Freeman, Mayor

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval of the Fiscal Year 2024-2025 Holiday Schedule. (Tamika DeLee)

AGENDA ITEM ID

20240819

DEPARTMENT

Human Resources

SUMMARY

Staff Recommended Motion
Approval of the Fiscal Year 2024-2025 Holiday Schedule.

The holiday schedules for Fiscal Year 2024-2025 are attached for review. The schedules reflect holidays based on the eight- and ten-hour workdays. Holiday pay has been included in the budget.

FISCAL IMPACT
Not applicable

SOURCE OF FUNDING
Not applicable.

FUNDING ACCOUNT
Not applicable

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval of Collective Bargaining Agreement between the North Central Florida Police Benevolent Association (PBA) and the Town of Lady Lake (TOLL) for the Period of October 1, 2024 through September 30, 2027. (Tamika DeLee)

AGENDA ITEM ID

20240819

DEPARTMENT

Human Resources

SUMMARY

STAFF RECOMMENDED MOTIONS
Staff recommends approval of Collective Bargaining Agreement between the North Central Florida Police Benevolent Association (PBA) and the Town of Lady Lake (TOLL) for the Period of October 1, 2024 through September 30, 2027 as presented.

The Town received notification of ratification on Tuesday, July 16, 2024. Effective October 1, 2024.

The following includes only changes made to the PBA Agreement. If needed, the full Collective Bargaining Agreement can be obtained by contacting the Clerk's office.

Article 6- Grievance Procedure
6.1- Disciplinary grievances shall be initiated at Step 2, except that dismissals shall be initiated at Step 3. Letters of counseling and less serious disciplinary actions may only be grieved up to the level Step 3 but may not be submitted to arbitration. Provided that the employee has not been subject to additional discipline for six months, letters of counseling or less serious disciplinary action will not be used for purposes of subsequent progressive discipline, shall not be admissible in an arbitration, and, on request, will be removed from the employee's file.

6.3 A grievance must be filed within twelve (12) working days from the date of the disciplinary action recommended or taken, or, in grievances not involving disciplinary action, within twelve (12) working days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance.

6.4 For purposes of this Article, “working days” are defined as Monday through Thursday.

6.5 The aggrieved employee may request representation by the Union at any meeting where disciplinary action is an issue. However, at Steps 1 and 2, the unavailability of a Union representative beyond twenty-four (24) hours shall not be reason for extending any time limits of this Article. At Step 3, the unavailability of a Union representative beyond twelve (12) working days shall not be reason for extending any time limits of this Article.

6.6 Nothing in this Agreement shall be construed to prohibit an employee if they so choose from processing their own grievance without representation by the Union where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement. The Town will notify the union of any grievances filed where union representation is not requested. All grievances filed by an employee shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects to use the grievance procedure provided under the Town's Human Resources Manual, and provided that only the PBA may elect to advance a grievance to arbitration. An employee must elect which procedure he will use when the grievance is filed, and such election shall be binding.
All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s) unless the Town agrees to otherwise.
At all steps, grievances may be hand delivered or filed electronically via email to the designated party at each step.

6.7 At any step of the grievance procedure, the Police Chief and/or the Town Manager may appoint a person to act on his/her behalf.

6.8 For "class action" grievances (those filed on behalf of two (2) or more employees), the grievance must include, in addition to the information otherwise required under this Article, an identification of the class individuals on whose behalf the class action grievance is filed. The PBA shall have the right to bring a class action grievance on behalf of bargaining unit members in its own name concerning disputes relating to interpretation or application of this Agreement. Such grievances shall be initiated at Step 2. No class action may be filed on matters involving discipline.

6.9 A grievance shall be processed in accordance with the following procedures:

STEP 1 The aggrieved employee shall first discuss the grievance with his Supervisor. The presentation of the grievance shall be documented in writing. The Supervisor shall attempt to adjust the matter and/or respond to the officer within twelve (12) working days. In the event that a grievance concerns a suspension or termination from employment, the grievance shall be initiated at Step 2 below.

STEP 2 If the grievance has not been satisfactorily resolved at STEP 1, or if the grievance involves a suspension, demotion or termination and is initiated at Step 2, or if the grievance is a PBA class action grievance, the grievant and/or the PBA representative, if so requested by the employee, shall present such written grievance to the Chief of Police or his/her designee within twelve (12) days from the time the Supervisor's response was due in STEP 1, or in the case of a suspension, demotion or termination, twelve (12) working days from the effective date of the action. The Chief of Police or his/her designee may meet with the grievant and his representative to discuss the grievance within twelve (12) working days from the time the grievance was filed at Step 2. The Chief of Police or his/her designee shall respond, in writing, not more twelve (12) working days from the date of the meeting with the grievant or within twelve (12 days) from the date the grievance was filed at Step 2 if no meeting took place.

STEP 3 If the grievance has not been satisfactorily resolved in STEP 2, the aggrieved employee or PBA may present the grievance to the Town Manager or his/her designee twelve (12) working days from the time the response of the Chief of Police is received or should have been received. The Town Manager or her designee shall meet with the grievant and the PBA's representative, if requested by the employee, within twelve (12) working days from the date the Town Manager receives the grievance. The Town Manager or his/her designee shall respond in writing to the grievant within twelve (12) working days from the date of the meeting.

STEP 4 If the grievance has not been satisfactorily resolved within the grievance procedure, the PBA may submit the matter for arbitration no later than sixteen (16) working days after the Town Manager's response is due in Step 3 of the grievance procedure, or is provided, whichever occurs first, by submitting a notice of arbitration to the Town Manager and requested an arbitration panel from FMCS.

6.10 Arbitration

6.10:1 The PBA shall request a regional panel from the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators.
Unless otherwise mutually agreed by the Union and the Town, the arbitrator shall hear only one (1) grievance at a time.

6.10:2 The arbitrator shall have no power to add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; or to establish or change any wage or wage structure.. For disciplinary grievances, when cause for disciplinary action has been found by the arbitrator to exist, the choice of disciplinary penalty is discretionary with management and may not be modified by an arbitrator unless the arbitrator determines the penalty to be arbitrary or capricious or the employee was treated differently than another employee for the same or similar transgression without a reasonable distinguishing basis.

6.10:6 The decision of the arbitrator is final and binding on all parties to the arbitration and the grievance shall be considered resolved, except to the extent that the arbitrator's award is in violation of the provisions of this contract or the Florida Arbitration Code.

6.11 Discipline Dispute Resolution Process (DDRP):
A DDRP affords an employee, who is subject of an administrative policy violation and/or investigation that may lead to disciplinary action and the Police Department an opportunity to internally mediate a mutually acceptable resolution prior to formal disciplinary processes.

6.11:1 The employee or employer may request a Discipline Dispute Resolution Meeting (DDRM) at any time prior to a final receipt of discipline or prior to filing a formal grievance. The purpose of the meeting will be to discuss potential discipline and administrative charges in order to determine if a consensus resolution can be reached on the appropriate charges and discipline, if any. This is an informal process and, therefore, an employee may not have legal representation involved on their behalf in the DDRP but shall be entitled to a PBA representative to be present and participate. Should an executed resolution agreement fail to be forthcoming from a DDRM effort, the matter will progress as if no meeting had been held. Nothing discussed at the DDRM shall be binding upon any party unless a final agreement has been signed by the employee and the Chief. Nothing discussed at the meeting shall be used against the employee in the event a resolution fails to be implemented. The parties agree that should information discussed at the DDRM later be discovered independently, it may be used as long as the discovery is not a direct result of the Chief or designee/s disclosing the information by having such knowledge through the DDRM

6.11:2 The requesting employee shall forward the request for a DDRM the Chief of Police for his review. The Chief of Police will notify the requesting employee of an approval or disapproval of the request in no later than twelve (12) working days from date of receipt.

6.11:3 Should the PBA not be represented at the DDRM; or, if present and not in agreement with the employee on the level of discipline accepted and agreed upon, the PBA will not be held to the discipline accepted in any future cases. The PBA shall be notified of any final agreement in all cases handled through a Discipline Dispute Resolution Process.

Article 9- Discipline

9.2 All employees, with the exception of probationary employees, shall have the right to appeal demotions, suspensions, dismissals, or other disciplinary actions in accordance with the terms, requirements, and limitations of Article 6 of this agreement. The Town shall furnish the employee to be disciplined a written statement specifying in detail the reasons for the discipline at the time the notice of discipline is given to the employee. Bargaining unit members proposed to be disciplined by demotion, suspension or dismissal shall receive, unless waived by such member, a pre-disciplinary hearing (PDH) prior to the imposition of discipline.

9.3 In accordance with the Law Enforcement Officer's Bill of Rights (Sections 112.531, 112.532, 112.533, 112.534, and 112.536, Fla. Stat), any bargaining unit member under investigation shall have the right to be represented by counsel or any other representative of his choice. The member's representative shall be entitled to be present at all times during any interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service and could lead to disciplinary action. All law enforcement officers shall be advised of their Garrity warning prior to making any statements. A form will be signed by the law enforcement officer indicating that he/she has read and understands this provision. An alleged violation of an officer's rights under the Law Enforcement Officer's Bill of Rights are subject to the procedures and remedies set forth in Sections 112.531, 112.532, 112.533, 112.534, and 112.536, Fla. Stat.

9.6 No dismissal, demotion, transfer, reassignment, or other personnel action which might result in the loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee unless such employee is notified of the nature of the action prior to the action becoming effective. No employee shall be placed on leave without pay (non-paid suspension) until the employee has been afforded an opportunity to meet with the Police Chief to provide any information or response that the employee wishes the Chief to consider before making such decision.

9.7 In accordance with Sections 112.532, 112.533, 112.534, and 112.536, Florida Statutes (referred to as the Law Enforcement Bill of Rights), an officer who is the subject of a complaint may review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

Article 14- Wages

14.1 For the October 1, 2024 fiscal year, all bargaining unit employees, with one (1) year or more of service, will receive a 2.5% across the board wage increase.
Effective October 1, 2025 fiscal year, all bargaining unit employees, with one (1) year or more of service, will receive a 4% across the board wage increase.
Effective October 1, 2026 fiscal year, all bargaining unit employees, with one (1) year or more of service, will receive a 4% across the board wage increase.

14.2 The minimum and maximum pay ranges for each job classification is set forth in Appendix A.

14.7 Longevity Award
Bargaining unit members who have been employed for six (6) years or longer as of December 1 are eligible for a longevity pay award paid in December of each year, according to the following schedule:

Article 15- Promotions

15.3:2 The minimum eligibility requirements for the rank of Police Sergeant shall be as follows in addition to successful completion of the promotional process above:

1. One (1) year continuous service with the Town of Lady Lake Police Department, and

Article 21- Pension

21.3 COLA
All bargaining unit members who retire on or after October 1, 2024, will receive a one percent (1%) cost of living adjustment to their retirement benefit each October 1 for the remainder of such time the bargaining unit member is collecting their retirement.

Article 31- Duration, Modification and termination

31.1 This agreement shall be effective for the period of October 1, 2024, to September 30, 2027. Upon expiration of this Agreement, there will be no changes in wages until the parties have reached agreement on a new contract or until the statutory impasse procedures have been exhausted.

31.2 Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval of the Extension of the Professional Services Agreement between the Town of Lady Lake and Charles Abbott Associates, Inc. for Building Inspection and Plan Review Services. (Thad Carroll)

AGENDA ITEM ID

20240819

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION
Staff recommend Approval of the First Amendment/Extension of the Professional Services Agreement between the Town of Lady Lake and Charles Abbott Associates, Inc. for Building Inspection and Plan Review Services.

On Wednesday, September 7, 2022, the Lady Lake Town Commission approved awarding a Service Contract to Charles Abbott Associates, Inc, for Building Official Services, Plan Review, Inspections and Related Support Services, based upon the results and recommendations in response to RFP 2022-001. The contract is due to expire on October 3, 2024; however, Charles Abbott Associates, Inc., as well as Town Staff, would like to exercise the right to renew the contract for an additional one-year period as provided for under the existing contract. There is an option for two one-year extensions.
Under the proposed contract extension, the Town will be billed in accordance with the current fee schedule, Exhibit "A" of the attached contract executed October 1, 2022, as submitted by Charles Abbott Associates, Inc. In the budget that has been prepared for Fiscal Year 2024/2025, the line item for building inspection services has been established in the amount of $285,000. In both fiscal year 2022/23 as well as fiscal year 2023/24, the Town has received invoice totals below the budgeted amount for the services Charles Abbott Associates, Inc. has provided.
The Town Attorney, Finance Director, and Human Resources Director previously reviewed the contract as executed on October 1, 2022. There have been no changes to the terms and conditions of the contract that need any further review prior to consideration by the Town Commission.

FISCAL IMPACT
As per fee schedule, no increase from the current year's billable rate.

SOURCE OF FUNDING
General Fund

FUNDING ACCOUNT
001-2401-524-3410

PAST ACTIONS
None.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval to Award a Contract to Kerry Barnett Fire Safety Consulting in Response to Request for Proposal (RFP) 2024-002, Providing for Contracted Part-Time Fire Inspection, Plan Review, and Related Support Services for the Town of Lady Lake. (Thad Carroll)

AGENDA ITEM ID

20240819

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION
Staff recommend approval to award a contract to Kerry Barnett Fire Safety Consulting, LLC in response to Request for Proposal (RFP) 2024-002, providing for contracted part-time fire inspection, plan review, and related support services for the Town of Lady Lake.

In September of 2012, the Town of Lady Lake awarded a contract to NOVA Engineering to provide building inspection and fire inspection services for the Town. As part of the contract, Kerry Barnett was subcontracted to perform the fire inspections and fire plan review.
Since that time, the Town has contracted with two other firms, M.T. Causley in 2016, and Charles Abbott Associates, Inc. in 2022, to perform building plan review and building inspections. However, the Town elected to stay with Kerry Barnett Fire Safety Consulting, LLC to perform the fire inspections and fire plan review. The Town was able to retain the services of Mr. Barnett via “piggybacking” on other active contracts that Mr. Barnett had in the State of Florida over the course of the last twelve years. Currently, Mr. Barnett no longer has an active contract to take him beyond this fiscal year with any other jurisdiction in the state; therefore, a Request for Proposal for Fire Inspection and Fire Plan Review Services must be advertised to solicit competitive proposals for these services.
At the June 3, 2024, meeting, the Town Commission granted approval to advertise a Request for Proposal (RFP) for contracted part-time fire inspection, plan review, and related support services for the Town of Lady Lake. The RFP was advertised on June 4, 2024, and closed on Thursday, July 11, 2024. Four firms responded to RFP 2024-002.
Following the opening of the RFP submittals, a team of four reviewers comprised of Town Staff ranked the firms according to the criteria required under the scope of the RFP. Of the four firms that submitted proposals, PDCS, LLC, and Kerry Barnett Fire Safety Consulting, LLC ranked as the top two firms respectively. Of a total possible score of 300 points, PDCS obtained 295 points, and Kerry Barnett Fire Safety Consulting scored 293.

Given the minimal separation of scoring, both firms are deemed highly qualified and equivalent in their ability to provide part-time fire inspection, plan review, and related support services for the Town of Lady Lake. The fee schedule submitted by the firms had a separation of one dollar per hour as a billable hourly rate.
Upon speaking with the Town Attorney, staff did confirm that there is discretion to award the contract to a firm that did not obtain the highest overall score, and that the award of the contract can be based upon consideration of other factors. Town staff is of the opinion that the firms are equivalent in their ability to provide services at essentially the same cost to the Town. Given that this is the case, Town Staff recommends awarding the contract to Kerry Barnett Fire Safety Consulting, LLC as they are the current providers and will require no additional training or onboarding going into the next fiscal year. Further, local contractors are already familiar with the inspection techniques and requirements of Kerry Barnett Fire Safety Consulting, LLC. Additionally, our contracted Building Services consultant has also established a good working relationship and communications with Kerry Barnett Fire Safety Consulting, LLC.

FISCAL IMPACT
As per fee schedule, no increase from the current year's billable rate.

SOURCE OF FUNDING
General Fund

FUNDING ACCOUNT
001-2401-524-3410

PAST ACTIONS
None.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Mutual Agreement for Pavement Management-Preservation Services for the Fiscal Year 2023-2024 Annual Street Resurfacing Project. (C.T. Eagle)

AGENDA ITEM ID

20240819

DEPARTMENT

Public Works

SUMMARY

STAFF RECOMMENDED MOTIONS

Approve the mutual agreement for the Fiscal Year 2023—2024 Annual Street Resurfacing Project with Atlantic Southern Paving and Sealcoating.

Attached to this agenda item is the proposed streets list including the proposed resurfacing treatment type. Staff recommends utilizing or “piggybacking” the current procured and executed contract by the City of Boynton Beach with Atlantic Southern Paving and Sealcoating. This is a budgeted item and the mutual agreement has been reviewed and approved by the Town Attorney.

FISCAL IMPACT

Estimated total of $400,000 ($400,000 budgeted)

FUNDING ACCOUNT

001-4102-541-46-22

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval of FY 2024-2025 Benefits (Medical, Dental, Life Insurance, Long Term Disability, Short Term Disability, Critical Illness, Accident Coverage) (Tamika DeLee)

AGENDA ITEM ID

20240819

DEPARTMENT

Human Resources

SUMMARY

Staff Recommended Motion
Approval of the FY 2024-2025 benefits as presented in the budget to take effect on October 1, 2024.

- Health (Florida Blue-PRM) — 3.90% increase — One-year renewal — employer paid benefit
- Dental (Florida Combined Life-PRM) — No Increase — One-year renewal — employer paid benefit
- Employer Paid Life (The Standard-PRM) — Year two of a three-year rate guarantee — employer paid benefit
- Voluntary Life (The Standard-PRM) — Year two of a three-year rate guarantee — employee paid benefit
- Long Term Disability (The Standard-PRM) — Year two of a three-year rate guarantee — employer paid benefit
- Short Term Disability (The Standard-PRM) — Year two of a three-year rate guarantee — employee paid benefit
- Vision (NVA) — Year four of four-year contract — employee paid benefit
- Critical Illness — employee paid benefit (policy change)
- Accident Coverage — employee paid benefit (policy change)

FUNDING ACCOUNT
Will be taken from each department's 23-20 (health insurance) line item.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

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

AGENDA ITEM ID

20240819

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Dog Park Association follows this cover sheet. At the August 5th meeting, the Commission voted to table this item to a later date while more information is gathered.

“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 ASSOCATION

____
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

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

AGENDA ITEM ID

20240819

DEPARTMENT

Parks & Recreation

SUMMARY

The current lease for the Lady Lake Chamber of Commerce follows this cover sheet. At the August 5th meeting, the Commission voted to table this item to a later date while more information is gathered.

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:

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Derek Schroth, Town Attorney

LADY LAKE AREA CHAMBER OF COMMERCE

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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

Consideration of Approval for the Lady Lake Medical Office Major Site Plan MJSP 04/24-001 - Proposing a 7,130 Square Foot Medical Office with 48 Parking Spaces, on a 1.50-acres property zoned Planned Commercial (CP), owned by XM Holdings The Villages, LLC, Addressed as 151 La Grande Boulevard, Located on La Plaza Grande Approximately 650 Feet North of La Plaza Parkway, within the Town Limits of the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

20240819

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommends approval of the Civil Plans, Landscaping Plans, and Architectural Elevations for the Lady Lake Medical Office Major Site Plan MJSP 04/24-001 as presented.

On Thursday, April 25, 2024, Town Staff received a New Major Site Plan application and plans submitted by Walker Owen, Professional Engineer with CHW, Inc, on behalf of XM Holdings the Villages, LLC, for a proposed 7,130 square foot medical office building, dumpster enclosure, and 48 parking spaces on 1.50-acres located on La Grande Boulevard, approximately 650 feet north of La Plaza Parkway.
The property is zoned “CP” (Planned Commercial) and the Future Land Use is “RET” (Commercial General – Retail Sales and Services); which allows for the proposed land uses and is compatible and consistent with the Town’s Comprehensive Plan. The project has been reviewed in accordance with Memorandum of Agreement in Ordinance 2017-37 to provide continuity among the existing developments.

TRAFFIC

Based on the proposed uses and square footage, the project is anticipated to generate 27 total PM peak hour trips according to the ITE Trip Generation, 11th edition. La Plaza Grande is private road maintained by The Villages.

ENVIRONMENTAL ASSESSMENT

Per Chapter 12, Section 12-83)a)., an environmental assessment and wildlife survey is not required for this project as it is under ten acres.

UTILITIES
Because utilities to this project are provided by The Villages, plans are reviewed for compliance through their department.

STORMWATER
The St. John's River Water Management District Environmental Resource Permit No. 19062-7 is under review.

LANDSCAPING REQUIREMENTS
The 1.5-acre site is required to have a total of 240 tree caliper inches. The applicant will be retaining 248 caliper inches of existing trees and providing 80.5 inches of canopy trees, totaling of 328.5 caliper inches of trees (or 137% of the requirement).
The following number of trees are being planted:
Canopy Trees with a minimum size of 4-inch caliper and 15 feet in height
10 Boardwalk Live Oaks
2 Winged Elm
Understory Trees with a minimum size of 2.5-inch caliper and six feet in height
5 Nellie R Stevens Holly
6 Muskogee Crepe Myrtle
Type "A" buffers are required around the perimeter of the property. This is a 10' buffer containing two canopy trees and three understory trees for every 100 linear feet and a continuous hedge.

WAIVERS
The applicant is requesting site plan approval with the following waivers:
Chapter 20, Section 20-3C).10).N).- Parking area should be located behind the building face.
Request: To allow parking as shown in the proposed site plan due to the existing spatial constraints of the site and the specific development requirements for the parcel withing the La Grande Boulevard and Orange Blossom Gardens area.
Chapter 10, Section 10-3).b).B).1).-. Buffer class planting requirements.
Request: Reduce the perimeter landscaping buffer requirements per Chapter 10, Section 10-3).b).E) due to existing utilities and large Live Oaks on adjacent parcels. The applicant is requesting a reduction in nine required understory trees.

REVIEWS CONDUCTED
The site plan was reviewed to determine adherence to the Land Development Regulations (LDRs) including drainage, grading and erosion control. The application was also determined to be in compliance with the Comprehensive Plan.
The final plan set includes the following:
- Civil engineering plans, consisting of 16 sheets, certified by Walker Owen, Professional Engineer with CHW, an NV5 Company, digitally signed and sealed on June 14, 2024.
- The Landscaping and Irrigation Plans for the project consist of four sheets, certified by John Michael Simpson, Registered Landscape Architect, signed and sealed on June 13, 2024.
- Architectural design drawings, consisting of one page, produced by Chris Hair of C.D. Hair Architect, LLC.

Town staff, Neel-Schaffer Engineering, The Villages Public Safety, and The Villages Design Review Committee completed reviews. The following items are included in the packet:

Review Number 2 for the general site development completed by Neel-Schaffer Engineering, July 15, 2024 (Satisfied).
Review by Chief John McLoughlin with The Villages Public Safety Division dated May 21, 2024 (Satisfied).
Review by Building Official Mark Brower dated May 4, 2024 (Satisfied).

PAST ACTIONS
The Technical Review Committee reviewed the Lady Lake Medical Office New Major Site Plan MJSP 04/24-001 and found it was ready for consideration by the Town Commission.
At the July 10, 2024 meeting, the Parks, Recreation, and Tree Committee voted 4-0 to forward the Lady Lake Medical Office site plan to the Town Commission with the recommendation of approval for the following waiver:
Chapter 10, Section 10-3).b).B).1).-. Buffer class planting requirements.
Request: Reduce the perimeter landscaping buffer requirements per Chapter 10, Section 10-3).b).E) due to existing utilities and large Live Oaks on adjacent parcels. The applicant is requesting a reduction in nine required understory trees.

FISCAL IMPACT
Not applicable.

SOURCE OF FUNDING
Not applicable.

FUNDING ACCOUNT
Not applicable.