



TOWN COMMISSION MEETING AGENDA TOWN OF LADY LAKE, FLORIDA

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

DATE AND TIME

Tuesday, August 27, 2024, 3:00 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

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

A. NEW BUSINESS

1. Consideration of the Lady Lake Membership Level at the Chamber of Commerce.
2. Consideration of Approval of FY 2024-2025 Benefits (Medical, Dental, Life Insurance, Long Term Disability, Short Term Disability, Critical Illness, Accident Coverage). THIS ITEM WAS TABLED FROM THE AUGUST 19, 2024 TOWN COMMISSION MEETING.

3. Consideration of Expenditure for New Security Cameras around Lady Lake.
(There is no backup material for this item)

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 COMMISSION MEETING AGENDA ITEM TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of the Lady Lake Membership Level at the Chamber of Commerce.

AGENDA ITEM ID

20240827

DEPARTMENT

Parks & Recreation

SUMMARY

At the August 19, 2024 Town Commission meeting, one of the items on the agenda was the Chamber of Commerce Lease Agreement. Historically, the leases have been for two years and the town has paid the electric bill up to \$1,800 per year with the expectation that anything over that amount would be paid by the Chamber. The Commission voted 4-1 (Gourlie) to have the Chamber be fully responsible for the entire electric bill and for the contract to be for only one year. The one-year contract period was chosen to give the Chamber of Commerce time to assess their financial situation.

What was not included in the agenda item or the contract are membership levels and the corresponding payment amounts, though a membership level change was included in the motion. By not including the membership level on the agenda, the public and the Chamber were not aware of the need for discussion at the August 19, 2024 Commission meeting. Therefore, they should be offered the opportunity to appropriately comment on the possibility for a change. The membership amount shouldn't have been included in the motion for a change in the lease.

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

Consideration of Approval of FY 2024-2025 Benefits (Medical, Dental, Life Insurance, Long Term Disability, Short Term Disability, Critical Illness, Accident Coverage). THIS ITEM WAS TABLED FROM THE AUGUST 19, 2024 TOWN COMMISSION MEETING.

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.