BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

April 14, 2026

COUNTY COMMISSIONERS

Anthony Sabatini, District #1
Sean Parks, District #2
Kirby Smith, District #3
Leslie Campione, District #4
Timothy Morris, District #5

Jennifer Barker, County Manager
Gary J. Cooney, Clerk to the Board
Melanie Marsh, County Attorney

DISCLAIMER

Meetings are held in person with limited occupancy for social distancing. Members of the public are invited to attend in person or join the meeting virtually via Zoom with a computer or smart device. Attendees may also call into the meeting using the information provided on our website.

To view upcoming meeting dates and locations, or for more information on upcoming meetings, visit https://lakecountyfl.gov/boardmeeting.

This booklet has been prepared for the convenience of the Board of County Commissioners in discussing matters before them. Every effort has been made to include all items to be discussed at this Board of County Commissioners meeting; however, Commissioners may add items to the agenda up to 4 days prior to the meeting. They also may remove items from consideration at any time. While it has been the goal to present error-free information, we do not represent that documentation is without errors or omissions.

In addition to regular Board meetings, the Board of County Commissioners may, from time to time, schedule a workshop during which they will receive information from staff, have discussions with staff and among themselves, and then proceed to give staff direction on the subject matter being discussed unless otherwise shown on the Agenda item. These discussions and workshops do not take the place of the formal public hearing process during which any member of the public may comment and formal action is taken.

The Board and staff welcome written comments prior to workshops and other meetings. If you have comments or questions regarding the subject matter of any Board action or workshop, please deliver your written comments to appropriate County staff or mail to the Board of County Commissioners, Post Office Box 7800, Tavares, FL 32778.

ITEMIZED AGENDA

April 14, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. EMPLOYEE SERVICE AWARDS AND QUARTERLY AWARDS

III. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- February 19, 2026 (Special Meeting)
- February 24, 2026 (Regular Meeting)

CITIZEN QUESTION AND COMMENT PERIOD

At this point in the meeting the Board of County Commissioners will hear questions, comments and concerns from the citizens. If the issue raised is not on today's agenda, action will not be taken by the Board. Questions may be answered by staff, or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Board agenda.

Zoning and code enforcement matters cannot be discussed during the public comment period. Procurement matters not scheduled to be heard by the Board today also cannot be discussed during the public comment period.

Public comment shall be limited to 3 minutes per person.

IV. PRESENTATION OF PROCLAMATIONS

Tab 2 Recommend approval and presentation of a Proclamation designating April 12-18, 2026, as National Public Safety Telecommunicators Week.

V. CLERK OF COURT'S CONSENT AGENDA

Tab 3 Recommend approval of the Clerk's Consent Agenda (Items 1-3):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Estates at Cherry Lake Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.
3. Notice is hereby provided of having received the Greater Lakes/Sawgrass Bay Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.

VI. CONSENT AGENDA (Tab 4 -14):

A. PROCLAMATIONS

Tab 4 Recommend approval and adoption of Devarjaye "DJ" Daniel Day proclamation, per Commissioner Parks.

B. COUNTY ATTORNEY

Tab 5 Recommend approval of an Interlocal Agreement with the Lake County Tax Collector regarding Commercial Lease Space and funding.

The estimated fiscal impact is $187,285.25 (expenditure) for Fiscal Year 2026 and $606,277.73 (expenditure) for Fiscal Year 2027.

Tab 6 Recommend approval and execution of the Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement between Florida Department of Transportation, Lake~Sumter Metroplanning Organization, the East Central Florida Regional Planning Council, the Lake County Community Transportation Coordinator, and the Sumter County Community Transportation Coordinator as required under the authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5303, as a condition to the receipt of federal capital or operating assistance.

This agreement will supersede and replace the previous agreement dated August 26, 2015.

There is no fiscal impact.

C. PUBLIC SAFETY

Emergency Management

Tab 7 — Recommend approval to adopt the updated 2026 Lake County Multi-Jurisdictional Local Mitigation and Resilience Strategy Plan and authorize the Chairman to execute the accompanying Resolution.

There is no fiscal impact.

Tab 8 — Recommend approval:
1. To accept the Emergency Management Performance Grant (EMPG) Agreement;
2. To execute the EMPG Agreement for Fiscal Year 2025-2026 in the amount of $104,126.45;
3. To authorize the County Manager to execute future amendments/modifications that do not involve a financial impact;
4. To authorize the Director of the Office of Emergency Management to execute Exhibit 1 - Federal Programs and Resources Awarded (page 29);
5. To authorize the Director of the Office of Emergency Management to execute Exhibit 2 - Certification Regarding Telecommunications and Video Restrictions (pages 30 and 31); and
6. To authorize the Director of the Office of Emergency Management to execute Exhibit 3 - Certification Regarding Lobbying (page 32).

The fiscal impact is $104,126.45 (revenue/expenditure - grant funded).

D. COMMUNITY SERVICES

Extension Services

Tab 9 — Recommend approval of the employment of Dallas Meringolo as Lake County Extension Director, Extension Agent II. The annual fiscal impact to the County is $36,536.59.

Office of Housing and Community Services

Tab 10 Recommend approval:
1. Of a Substantial Amendment to the HOME-ARP Fiscal Year 2021-2022 Allocation Plan to allow a preference for individuals and households fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by the U.S. Department of Housing and Urban Development (HUD); and
2. To authorize the Director of the Office of Housing & Community Services to execute any documents required by HUD; and
3. Of a corresponding authorization Resolution related to the Substantial Amendment for Fiscal Year 2021-2022 Allocation Plan.

There is no fiscal impact.

Transit Services

Tab 11 Recommend approval of the Second Amendment to the Agreement with Mid-Florida Community Services, Inc. D/B/A You Thrive Florida for the provision of transportation services for nutritional purposes.

The estimated fiscal impact is $146,656 — $99,740 (revenue/expenditure) and $46,916 (expenditure – County funded) and is included in the Fiscal Year 2026 Budget.

E. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 12 Recommend approval:
1. Of a State Grant Agreement Number QG048 with the Florida Department of Environmental Protection (FDEP) related to the Lake County Septic to Sewer Conversion Program and to authorize the County Manager to execute future amendments and supplements.
2. To adopt an Unanticipated Revenue Resolution in the amount of $1,500,000 to receive grant funds from the Florida Department of Environmental Protection to assist in funding the County's septic to sewer conversion.

The fiscal impact is $1,500,000 (revenue/expenditure —grant funded).

Tab 13 Recommend approval to accept public Right of Way and Easement Deeds that have been secured in conjunction with development, roadway, and stormwater projects.

The fiscal impact is $240.60 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

Facilities Management

Tab 14 Recommend approval:
1. Of Contract 26-903 with Qualis General Contracting, LLC (Tampa, FL) for the Supervisor of Elections Building Commercial Tenant Improvements;
2. Of a budget transfer in the amount of $871,991 from Buildings to Leasehold Improvements;
3. Of a budget transfer in the amount of $87,149 from Repair and Maintenance to Leasehold Improvements; and
4. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $3,119,387 (expenditure — $2,835,807 plus $283,580 for contingency purposes). Commission District 3.

VII. PRESENTATIONS

Tab 15 Presentation by Megan Brew, Office of Economic Development Director, with an overview of the Lake County Economic Recovery and Resiliency Plan.

VIII. ANNEXATION REPORT

IX. PUBLIC HEARINGS

Tab 16 Recommend adoption and execution of an Ordinance creating Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida*, in response to Senate Bill 180 (2025).

There is no fiscal impact.

Tab 17 Recommend adoption of a Resolution to vacate a portion of an unnamed platted Right-of-Way (ROW) easement lying between Tracts 31-34, as shown on the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 & 11, of the public records. The platted ROW easement to be vacated is located east of East Redwing Road, south and west of Montevista Road, and west of Lake Wash, within Section 33, Township 22 South, Range 25 East, in the unincorporated Groveland area.

The fiscal impact is $2,295 (revenue) and is within the Fiscal Year 2026 Budget. Commission District 1.

X. REGULAR AGENDA

A. COMMISSIONERS

Commissioner Campione - Chairman and District #4

Tab 18 Discussion and direction on a proposed Ordinance amending Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits*, to require a Homeowners Association Compliance Affidavit with Zoning Permit Applications.

There is no fiscal impact.

B. COUNTY ATTORNEY

Tab 19 Recommend approval to advertise an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

The fiscal impact cannot be determined at this time.

C. DEVELOPMENT SERVICES

Planning and Zoning

Tab 20 Discussion and direction on establishing a minimum lot size, road frontage, and landscape buffer from public roads for residential development. There is no fiscal impact.

D. PARKS AND WATER RESOURCES

Water Resources

Tab 21 Recommend approval to authorize the Chairman to execute letters of support to the County's federal legislative delegation and FEMA advocating for the restoration of funding for the NFIP Community Rating System (CRS) program.

XI. OTHER BUSINESS

Tab 22 Recommend approval to appoint a member to the WellFlorida Council as a Lake County Provider. Two applications were received, and there is only one (1) Lake County Provider position vacant.

- Juana De La Cruz (Ms. De La Cruz is scheduled to be reappointed to District 2, Seat 1 for the Children's Services Council at the April 28, 2026, BCC meeting).
- Christopher Gonzalez

There will be no vacancies if the Board appoints one of the applicants.

Tab 23 Recommend approval to appoint a member to the Affordable Housing Advisory Committee (AHAC) and applicable waiver, as follows:

- Resident who is a concerned citizen for affordable housing: Don Spivey (term ending 11/30/27)

Unless otherwise listed herein, the applicant is not a current member of another board or committee through appointment from the Board of County Commissioners (Board).

Commissioner Timothy Morris is the Board's liaison for AHAC.

XII. REPORTS

A. County Attorney

B. County Manager

XIII. COMMISSIONER REPORTS

A. **Commissioner Sabatini - District #1**

B. **Commissioner Parks - District #2**

C. **Commissioner Smith - District #3**

D. **Commissioner Morris - District #5**

E. **Commissioner Campione - Chairman and District #4**

The County Commission reserves the right to move any Agenda item to an earlier time during the day as its schedule permits, except in the case of items and appointments that have been advertised in a newspaper for a specific time.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by the County Commission with respect to any matter considered at this Commission meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of these proceedings should contact (352) 343-9760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or (352) 253-1840.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/31/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42811

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- February 19, 2026 (Special Meeting)
- February 24, 2026 (Regular Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-02-19_Special_Meeting Draft
2.	2026-02-24_Regular_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 03/31/2026
Marisol Saldana Final Approval - 03/31/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
FEBRUARY 19, 2026

The Lake County Board of County Commissioners met in a special budget strategies workshop on Thursday, February 19, 2026 at 9:00 a.m., at the Emergency Operations Center (EOC), Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Kristy Mullane, Chief Financial Officer; and Stephanie Cash, Deputy Clerk.

WELCOME – VICE CHAIRMAN PARKS

Commr. Parks mentioned that Commissioner Campione and Commissioner Sabatini would be in attendance later. He commented that the current Budget Strategies Workshop was formerly called a retreat, and that he was looking forward to it. He then led the Pledge of Allegiance.

BUDGET HISTORY AND OVERVIEW

Ms. Jennifer Barker, County Manager, stated that the Budget Strategies Workshop was meant to start the budget season, and that they had met with the department heads to identify concerns or issues that they would like to bring to the Board's attention. She commented that they would discuss items that the Board may have concerns about that may be addressed in the upcoming budget process and in future years, and that this would also give staff the opportunity to understand the strategy going forward as they prepared their budgets. She introduced Ms. Jaime Stewart, Director for the Office of Management and Budget, and remarked that she had come to the County most recently from the Villages Community Development District (CDD), noting that she had been with the County for about two weeks. She welcomed Ms. Stewart, and mentioned that they would discuss the goals for the current and future budget processes, the immediate focus areas for staff, and the projects and priorities of the Commissioners. She indicated that the goals used to guide the budget development process included the following: preparing for emergency responses; enhancing core function service delivery, such as public safety, transportation, and solid waste; enhancing customer service interactions; enhancing quality of life; identifying efficiencies; and fostering economic development and tourism.

Ms. Stewart showed a graph depicting 16 years of General Fund revenues, and noted that it was increasing steadily. She related that the majority of the revenue came from ad valorem taxes, State shared revenue, and sales tax, and that other revenue came from charges for services, such as fines, intergovernmental revenue, and interest. She displayed a graph showing 16 years of General Fund expenditures, and said that the majority of expenditures came from Constitutional Offices and County departments, noting that other expenditures included community redevelopment areas (CRAs), debt service, and the Medical Examiner's Office. She showed a graph of the reserves as a percentage of the operating budget, and commented that the Government Finance Officers Association (GFOA) recommendation was to have 16.7 percent in savings, which was two months of operating expenses, noting that Fiscal Year (FY) 2026 reserves had increased from 11.1 percent to 15.4 percent because of an increase in operating revenue. She displayed an image of a dollar bill depicting the percentages of General Fund revenue, which included the

following: 78 percent came from ad valorem taxes; 10 percent came from shared revenues and sales tax; five percent came from charges and services; and seven percent was from fines and forfeitures, intergovernmental revenues, and other miscellaneous revenues. She stated that another dollar bill image depicted expenditures, which included the following: over 60 percent went to the Constitutional Offices with the Lake County Sheriff's Office (LCSO) taking up the majority of that amount; community departments and offices took 27 percent; and the remaining 11 percent was from other costs, such as the Medical Examiner's Office, judicial support, the CRAs, and debt service requirements.

Commr. Sabatini inquired if the expenditure percentage of the Constitutional Offices was increasing every year or if it was a static number.

Ms. Barker answered that the percentage was typically static even though the amount increased.

FISCAL YEAR 2027 FOCUS AREAS

EMPLOYEE WAGES/INSURANCE

Mr. Jim Kovacs, Director for the Office of Human Resources (HR) and Risk Management, mentioned that he would include the HR component in his presentation as well as risk management, and noted that employee wages represented a large portion of the County budget. He recalled that voters in the State of Florida had approved Amendment 2 in 2020, resulting in a $15.00 minimum wage initiative which would raise the minimum wage incrementally by $1.00 each year until reaching a peak of $15.00 per hour in September 2026, and that starting in 2028, the State of Florida would do annual inflationary adjustments. He remarked that in 2021, the County took a proactive approach by advancing the minimum wage from the required $10.00 per hour to $12.00 per hour, and adjusted the wages of other existing staff to prevent any wage compression, noting that they had continued to stay ahead of the State schedule and were proposing to increase the minimum wage to $17.00 per hour for FY 2027. He commented that even with the County's proactive approach, recruitment and retention was still an issue, which was a focus of HR, noting that there was still a highly competitive labor market. He recalled that even though the post-coronavirus disease 2019 (COVID-19) employment environment focused heavily on work/life balance and remote work options, they had seen the focus shift to compensation, and that benefits were not as much of a concern as the wages they were earning; therefore, staff was proposing a $1.00 per hour or a four percent wage increase, whichever was greater.

Commr. Morris questioned what the yearly turnover percentage was.

Mr. Kovacs replied that it was 18.9 percent, which was higher than the industry average, and that surrounding Counties offered a better wage than Lake County. He pointed out that the County did not have funding from theme parks or beaches, and that it was a competitive market. He commented that they had tried other ways to keep employees, such as the medical clinic, and that they had been doing certain events to create more of a family atmosphere to make people feel that they wanted to belong with Lake County. He mentioned that in exit interviews, many people said that they would like to come back, as they loved working there; therefore, he opined that the reason for leaving was compensation, rather than the culture or the management.

Commr. Smith asked if the benefit package could not entice them to stay.

Mr. Kovacs answered that even though it was an enticement, people were focused on compensation, noting that even though Lake County had the lowest health cost benefits of all the surrounding Counties and an excellent plan, many people were not interested in it.

Commr. Parks wondered how much the County spent on training and what the loss of funds was from that.

Mr. Kovacs stated that when the County invested in an employee's training, onboarding, and orientation and they then left, it was troublesome because of the following: they lost knowledge that had just been given to that employee; it affected employee morale in the department; and other employees had to do double work. He relayed that HR did 10 fire orientations for fire safety personnel in the previous year and 11 orientations for non-fire safety personnel, and that those were four hours each for non-fire safety personnel, noting that fire safety personnel orientations were more complicated; however, he opined that people leaving after all that time and effort was frustrating.

Commr. Morris inquired which departments had the largest issues.

Mr. Kovacs replied that in the turnover numbers for 2025 by department, there was nothing that stood out, and that the reason they had the most turnover in Fire and Emergency Medical Services (EMS) was because they had the most employees in that department. He commented that some of the reasons why people left included the following: 62 percent left because of better pay elsewhere, which he opined was a large percentage; nine percent retired; six percent resigned in lieu of termination; four percent left for personal reasons; four percent left for medical reasons; four percent was unknown; three percent left during their probationary period; and three percent was from involuntary terminations.

Commr. Morris opined that $1.00 per hour more would not fix anything.

Mr. Kovacs opined that it would not; however, the County was trying to get ahead by proposing a four percent increase, opining that most organizations may have a three percent increase for the following year.

Commr. Morris questioned what kind of an increase the County would have to offer to be competitive with surrounding Counties.

Commr. Parks opined that 62 percent leaving because of compensation was an issue, and that the County did not want to lose those employees.

Mr. Kovacs opined that people could make much more in another County or another organization, such as one employee who left to make $20,000 more, and that Lake County's counteroffer would not be sufficient. He mentioned that even though the four percent increase would help, there was a very competitive job market, especially for specialized jobs, and that this was why the County was focusing on things other than compensation as a means of recruiting and retaining.

Commr. Campione asked if Lake County could do a study to see what those numbers would look like for the County to budget enough to compete, opining that $10,000 may have been enough

to keep that employee in Lake County; additionally, the County could run some scenarios and explore what it would take from a budgetary standpoint to be in a better situation.

Mr. Kovacs recalled that in 2017, the County did a wage study to compare salaries to the surrounding market; however, when a study was done and became a public document, people could realize that their salary was below the market, which he opined could be detrimental. He stated that even without a study, he knew that the County's wages were below market, and noted that the County was making annual adjustments.

Commr. Campione wondered if the County could just give the Board some scenarios instead of doing a study.

Mr. Kovacs stated that he could report back on the anticipated wage increases for the surrounding Counties and Cities, and that this would give the Board a benchmark.

Ms. Barker commented that they could isolate a few job descriptions within the organization to compare with similar positions in the surrounding seven Counties to show the difference; however, she pointed out that Orange and Osceola Counties had much more funding.

Commr. Smith opined that a $20,000 increase per person per year would be a $9.60 per hour raise to everybody.

Mr. Kovacs remarked that the employee who left for $20,000 more per year also would be able to work from home, and that these were things that the County could not compete with. He commented that this was a good employee who had much knowledge and had been with the County for a while; however, if the County gave those things to that employee, or even half, this would affect their internal comparisons, opining that the rest of the department would want an increase. He opined that this would be very costly, and that rewarding one person who said they were going to leave could potentially affect morale.

Commr. Parks opined that if a business was growing rapidly, there may be disparity, and that one had to be sensitive to seniority; however, he opined that losing people could be critical.

Mr. Kovacs commented that they did their best to keep those critical positions.

Commr. Parks opined that some of the training costs might be worth lowering that 62 percent of people leaving for better pay to 40 percent.

Mr. Kovacs opined that they could offer better training, and noted that they did much of their training inhouse.

Commr. Parks relayed that if there were less people leaving, there would be less to train.

Commr. Campione opined that staff could factor a number and bring it back to the Board.

Mr. Kovacs mentioned that regarding insurance, the County hired an actuary every year to assist in looking at the costs, trends, actual claims, and histories, and he displayed a chart showing the increase in claims. He hoped that the County would not reach the projected number listed, and noted that in the previous year, there were 75 health claims over $75,000, which he opined was an unusually large number. He commented that the national rate of health inflation had been variable, and that it was forecasted to increase by 8.5 percent. He remarked that the County had to maintain a certain fund balance for health insurance to pay for all the claims and associated costs, and that with the increase projected, they were requesting an increase for the employee contributions as

well as the employer contributions; however, in the budget presentation for the following spring, he would show that Lake County would still have the lowest insurance costs of all the surrounding Counties. He showed a chart of the health insurance retention fund, and said that with the total contributions and the total expenses, which included claims, administrative fees, and stop loss insurance, there was still a positive fund difference; however, since the State of Florida required that the County have at least two months' worth of claims as a reserve, they needed to start making some increases to help bolster those reserves. He said that they were proposing a nine percent increase, and noted that even the most expensive plan would increase by less than $20; additionally, they were proposing to increase employer contributions by 15 percent, which included all Constitutional Offices except for the LCSO, who had their own insurance. He displayed a chart of the risk fund, which included property, liability, and workers' compensation, and stated that the largest expense in the risk fund was their annual insurance policy. He commented that they were estimating about a 10 percent increase in the coming year, and that the premium would be about $3.6 million.

Commr. Parks inquired if the County had negotiated that rate, and Mr. Kovacs indicated that they had. Commissioner Parks then asked if this amount was being raised because of sovereign immunity and those types of things increasing.

Mr. Kovacs replied that the actual increases over the prior years hovered around a 10 percent increase, which he opined was the industry standard.

Commr. Morris relayed his understanding that insurance was being used as a sales tool to retain employees; however, he opined that if Lake County had the same type of insurance as the other Counties, then the rest of the funding could be moved into the pay package.

Ms. Barker commented that this was an option that had been discussed; however, since the benefit package had been around for so long, there was an expectation. She opined that they could start having meetings with staff to see what their feelings were, and that employees may be willing to pay more for insurance, which was tax free, in order to have their wages increased.

Commr. Morris said that since employees were seeking higher wages, he was trying to figure out how to get that increase into the pay package, opining that this could be researched.

Commr. Parks agreed, and opined that not many people may be aware of the tax benefit.

Ms. Barker remarked that this had been discussed internally as one of the options because of the focus on the pay per hour, opining that even though the County had great benefits, it was not as important to people anymore. She mentioned that the County also had an aging workforce, and that the average age was 47, noting that unless the County could reduce that average age, the healthcare costs would continue to increase. She commented that the County was trying to recruit younger professionals and staff members, and that they had to consider succession planning.

Commr. Morris opined that the 18.5 percent turnover rate was steep.

Mr. Kovacs opined that since an acceptable turnover rate was between eight and 12 percent, this was high; however, it was not unlike prior years, as it had been a consistent issue.

Commr. Parks questioned if there were any changes to the Florida Retirement System (FRS).

Mr. Kovacs commented that the FRS was one of their draws, as many other governmental agencies did not have this.

Commr. Parks wondered if there were any flexible options with the FRS, and asked if they had a 401(k) option.

Mr. Barker answered that they had an investment plan.

Mr. Kovacs clarified that one could choose the pension or the investment plan, and that the County could not do anything different with that; however, they did tell potential employees that the County had the FRS.

Commr. Smith inquired if staff had explained how great the FRS plan was for their overall retirement.

Mr. Kovacs stated that they had; however, he opined that telling a 20 year old about retirement was not effective.

FIRE RESCUE

Chief David Kilbury, Public Safety Director, commented that he was tasked with creating a strategic plan to place three people on each fire engine, and that he would review their revised staffing plan and their proposal for the Board's consideration. He mentioned that in 2023, they did a comprehensive plan for the organization and their services, and that they were limited in both firefighters and financial resources. He stated that they had wanted to place a supervisor at all the fire stations, which were sometimes manned with inexperienced firefighters, and noted that as of October 2025, there was currently a lieutenant assigned to every fire station to ensure that everything was being done and everyone was being looked out for. He commented that in the current year, they had been awarded a Staffing for Adequate Fire and Emergency Response (SAFER) grant to onboard 36 firefighters, and said that they had experienced some challenges with the available workforce, noting that firefighters were in high demand and were looking for the pay and benefits that came with it. He related that they had originally proposed an additional 33 firefighters from the SAFER grant for the following fiscal year; however, this had changed. He elaborated that they could transition the dual-certified firefighters manning the eight ambulances to the fire engines and hire single-certified paramedics and emergency medical technicians (EMTs) to staff the ambulances, and that this would gain 48 additional firefighters on the shifts. He explained that because of the severity of a call, firefighters had to be doing multiple things simultaneously, and that because the ambulances were very busy, they were already tasked if there was a fire. He commented that since they currently had enough firefighters in the organization to place three people on a fire engine, they would transition two ambulances currently being staffed with firefighters with newly hired single-certified personnel and reassign 12 firefighters to four fire engines to create a three-person crew. He remarked that they were requesting five more ambulances because of the significant growth, which would increase their number from 25 to 30. He stated that they had been addressing some demand issues in south Lake County, and that data showed that the Cities of Leesburg and Eustis areas also needed additional ambulances because of the unit hour utilization (UHU) for ambulances. He explained that the two personnel on each ambulance had four 24/72 shifts, which was 24 hours on and 72 hours off, and required eight

personnel per ambulance, noting that firefighter shifts were 24/48. He mentioned that he recently spoke to a new group of employees starting orientation that had about 11 paramedics out of a group of 21 people and found that all 11 had come to Lake County because of the 24/72 shifts. He opined that they were making strides to attract and enhance public safety positions, and that it was rare to have single-certified EMTs and paramedics with no fire certification. He said that he could bring EMTs in from the field to go through a six-month paramedic class that was done inhouse, and that as employees came into the organization, they had three years to become a paramedic. He relayed that with the five new ambulances, they would require 40 new single-certified personnel plus six additional employees to cover mandatory shifts when people were off, noting that it was cheaper to hire a floater to cover different ambulances on the shift cycle than to pay for overtime. He related that even though he may not be able to achieve this in fiscal year 2027, the original strategic plan was for five years, which would give them until 2028, and that instead of obtaining another 33 firefighters, they would focus on acquiring additional single-certified personnel, opining that people wanted to work for Lake County because of what they did and because of their medical direction protocols. He mentioned that Orange County had peak ambulances that went out before firefighter ambulances; however, they were parttime employees who could not work more than 30 hours, opining that they had taken almost all of them into Lake County's organization. He opined that Lake County looked at those employees as equivalents, and noted that they could go from an EMT to a deputy chief in the organization. He stated that they would try to transition two ambulances per fiscal quarter, starting with the second, third, and fourth quarter of the coming year; however, he had to ensure that there was funding available in the countywide emergency medical services (EMS) municipal services taxing unit (MSTU) to do that. He opined that even though there were many people who did not desire to be a firefighter, in most agencies, there was no other choice, and that this was an advantage to Lake County. He concluded that the proposed staffing plan included the following: provided every fire apparatus to be staffed with three firefighters; required no additional firefighter positions, as they all existed currently; provided five new ambulances to total 30 countywide at the end of the following fiscal year, which would require 46 new single-certified personnel, noting that they had enough personnel in their reserve fleet and had ambulances on order that took about two years; and eliminated firefighter-staffed ambulances through targeting 54 new single-certified personnel for ambulances, totaling 100 new single-certified positions needed for FY 2027. He related that one of the challenges in the future may be with the facilities, and that as fire stations were accommodating growth in municipalities, the County was being displaced. He mentioned that there was a hub in the City of Minneola with four ambulances that deployed into the City of Clermont during the day, which was the largest call volume time, opining that those five additional ambulances would see that as well in the Cities of Leesburg and Eustis.

Commr. Campione indicated concern about the City of Minneola hub and the extra two minutes.

Chief Kilbury commented that there was a hub at the LCSO for Medic 104 and a hub at AdventHealth for Medic 103, which was a consultation room that their crews may have to leave if

an emergency physician needed to have a difficult conversation with a patient's family member, and that since there was not a bed or showers there, this was just where they relocated to at 11:00 p.m.

Ms. Barker explained that during the day when ambulances were running often, they were at the LCSO or AdventHealth, and that calls slowed down at night, allowing them to go back to the hub to shower, eat, and rest.

Chief Kilbury mentioned that there was one more hub for Medic 102 at University of Florida (UF) Health, and that they had an urgent and emergency room care simultaneously in that facility at the corner of Hartwood Marsh Road and United States (U.S.) Highway 27, opining that even though UF Health and AdventHealth had been very supportive, the facilities were not designed for a 24-hour employee to sleep.

Commr. Campione opined that Orlando Health wanted to help, and that they were trying to work it out.

Chief Kilbury commented that Orlando Health was looking on their campus for a location, which they did not have currently, opining that they understood the need and were great partners. He related that Medic 102 spent the night at the newly renovated Fire Station 109, noting that in the morning, there was an increase in the call volume that was steady throughout the day until about 11:00 p.m. when the call volume decreased. He pointed out that the system still worked because the paramedics in those municipalities had a four to six minute response, and that even though there was no deficiency in patient care, there was much that needed to be done on the scene before they departed for the hospital, such as ensuring that the patient was stable. He commented that they continued looking for locations in other municipalities for a hub concept, as it seemed to work very well, and that rather than having multiple facilities scattered throughout, they wanted to keep the ambulances in the population centers, including the Cities of Leesburg, Eustis, and Clermont.

Commr. Campione asked if the National Training Center (NTC) had been considered, opining that it was not far from the hospital.

Chief Kilbury replied that they did not have a facility currently available there, and that the NTC was a subcomponent of the hospital campus. He remarked that AdventHealth at the City of Minneola had approached them about moving a modular onto their new hospital campus; however, when the City of Minneola moved their old fire station at Division Street onto their City Hall campus, they allowed the County's ambulance crews to be there, opining that it was working very well. He mentioned that the ambulance crews had never had their own station before, as they had always cohabitated with the fire fighters.

Commr. Campione inquired if the Wellness Way area had been considered.

Chief Kilbury commented that Medic 102 was closest to this area, and that they continued to look for property and working with developers for a public safety center in the Wellness Way area, which would be Station 113 with the LCSO.

Commr. Parks stated that GT Homes was aware of the need to dedicate a public safety site.

Commr. Campione wondered if it would be of a sufficient size to potentially be more than just a fire station.

Chief Kilbury mentioned that there had been one meeting already where GT Homes had proposed too small of a parcel, as they were considering just a fire station, and opined that it needed to be much more than that to be a public safety facility.

Mr. Tommy Carpenter, Assistant County Manager, commented that anything they would consider would have to be designed for multiple ambulances for the next 10 years of growth.

Commr. Parks asked about the news regarding response times.

Mr. Carpenter recalled that when they did their presentation on October 14, 2025, their 90th percentile was around 16.5 minutes, which was when they arrived on the scene 90 percent of the time or less, and that the average was around 10.5 minutes. He remarked that since then, they added three 24-hour ambulances to the south Lake County area, Medic 101, 102, and 103, and that there was a fourth ambulance there during the 13-hour period of peak time within the city. He mentioned that by the end of January 2026, the 90th percentiles decreased from about 16.5 to about 12.5 minutes, and that the average had decreased from about 10.5 to about 8.5 minutes, opining that this was a significant drop. He commented that even though they were in the city during the day, they had no hubs west of U.S. Highway 27 and State Road (SR) 50, and that one of the largest impediments currently was the traffic because it was a busy urban setting. He related that they continued to look within the city during peak hours, opining that if they could find that, they could continue to decrease the response time. He stated that he was excited about the third 24-hour ambulance that went into service on February 16, 2026, and that they had one more coming for that area.

Ms. Barker commented that even though they did not have hard numbers, they had anecdotally noticed that their ambulances were beating their firetrucks, which was happening more often than in the past.

Commr. Parks opined that it was good to have this information, especially coming after the workshop in the City of Clermont and the letter that was sent from the Chairman to address it.

Mr. Carpenter stated that the letter indicated that they would have two ambulances by April 2026, and that they had placed a third ambulance by February 16, 2026, noting that a fourth that was there at peak times would also become a 24-hour ambulance.

Chief Kilbury mentioned that some of that was made possible by what the County was doing that other Counties did not, such as the inhouse paramedic class and the work schedule, and opined that this had helped move up that timeline.

Ms. Barker commented that of the first 16 personnel that went through the six-month paramedic class, 14 passed and were all on the road currently.

Mr. Carpenter clarified that there were a couple of employees that were still finishing their provisional requirements because they had a limited number of trainers, who had to meet the medical director's standards, and that since they had such a large influx of personnel, they had to stagger people as they came in between single and dual certified training.

Chief Kilbury remarked that the delay was with their field training officers (FTOs) who trained the newly credentialed paramedics that were ready to go in front of the medical director, and that they were trying to expand the number of FTOs to those who felt comfortable handling life-threatening situations. He opined that there was a new attitude and excitement in the organization because of everybody moving forward in the same direction.

Commr. Campione inquired about morale and the firefighter side.

Chief Kilbury replied that there was a new relationship with labor, and opined that even though there were issues, they treated each other with respect and dignity and considered lessons learned from the past.

PUBLIC SAFETY SUPPORT

Mr. Greg Holcomb, Director for the Office of Public Safety Support, said that he would give some history and background on the radio system, highlight prior years' projects and priorities, and identify immediate needs for the FY 2027 budget as well as some long-term system requirements that they had projected. He remarked that Lake County lost a 1,500-foot tower in February 2007 due to tornadoes in the Pine Lakes area, which took out over a quarter of their radio system, and that this escalated the process to obtain a new radio service and end some redundancies. He commented that between 2007 and 2009, Lake County appropriated funding for a project that expanded the radio tower sites from six to 18, and that this provided redundancy and capabilities that had not been seen in the past as well as some resiliency to the system. He mentioned up until that point, Lake County had never had a single system, making it difficult to communicate with the different agencies, and that the County bought radios for every municipality and agency in Lake County. He elaborated that when they went live, it was the first time in the history of Lake County that everybody could seamlessly talk to each other on the radio, and that it was an improved product and an improved process which opened the capabilities of sharing information that had not existed before. He related that in 2014, the County put a system in place to ensure that the radio system would not go obsolete, and that they increased maintenance to refresh the system every two years, which increased the maintenance cost from $1.6 million per year after warranty to $1.75 million, to keep the system consistent and up to date with the current technology. He commented that they continued that process currently, and that their current bill was $1.88 million with the increases. He mentioned that they had a contract renewal for FY 2027, which he opined would increase costs about 30 percent for another six-year contract, and pointed out that the radio system was approaching 20 years of age. He remarked that they replaced the radios across the county in 2018, and that even though the County procured the loan to do so, the Cities paid back their portion of the annual payments of the loan through an amortization because of the partnership with all of the agencies, noting that the County impact was only about $7.5 million out of the $12.5 million cost. He relayed that since SR 429 had increased traffic in some areas that had previously been fields and woods, they had partnered with the City of Apopka for use of the tower to cover that area with their radios set to a new tower site location. He stated that in 2022, they had to replace their microwave system, which was the original system from 2009, to more of a digital technology to recognize the speeds needed on the system and to replace obsolete

technology, noting that there were redundancies and resiliencies built into the dishes so that if a site was taken out, they would not lose connectivity to the other sites. He commented that in 2024, they introduced a new tower project in the SR 33 area in south Lake County, as there was much growth and opportunity in that area and more responses from first responders, and that this tower was currently completed and providing services to that area. He remarked that with this and the site in the City of Apopka, their 18 sites increased to 20, and that there were support costs after warranty that had to be considered. He related that during Hurricane Milton, there were some areas without power and some generator issues that needed to be addressed, and that working with the Federal Emergency Management Administration (FEMA), they replaced the generators and the battery systems at five tower sites with matching funds, noting that they had another project to do the other sites with FEMA funding. He stated that the property the County was on in the Wellness Way area was a leased site, which was the highest lease the County was paying to be on a provider's tower, and that this property had been purchased by a hospital, which may possibly build a facility there on U.S. Highway 27. He mentioned that because of the growth in that area, they required additional coverage, and that they were going through the zoning process off Schofield Road to erect a tower there and relocate the site, noting that the $70,000 per year lease would go away and provide savings to the County by owning its own site. He commented that they had been working on a tower project at Fire Station 14 in the Altoona area, and that it replaced an existing site that was leased, noting that this would save the County funding as well as provide more coverage in that area. He relayed that in the past, they had looked at redundancy and resiliency as the technologies had changed and advanced, and that in the current year, their main priority was a cloud-based solution to back up the equipment on the site, which was a newer technology that had been proven over the prior three to five years. He mentioned that even though their core equipment had backup and resiliency within Lake County, if there was a disaster that took the resiliency out, then there would be an issue with the system. He explained that this new system would put part of the core in the cloud, and that if the core was lost in Lake County, the cloud would immediately take over. He stated that Sumter County was one of the first Counties to introduce this in a smaller system than Lake County had, and that when they had a failure during one of the storms, the cloud services took over and continued to operate working seamlessly. He said that they had done some resiliency in the north, central, and south sides, and that this would bring the system to a full resiliency of the core, noting that it was about $300,000 with $145,000 in annual recurring costs. He remarked that they looked at those priorities internally as well as with the LCSO, and that this was their highest priority item for FY 2027.

Commr. Morris asked if this would come out of the LCSO budget.

Ms. Barker replied that the LCSO budget came from the County budget.

Mr. Holcomb commented that regarding priorities, they used to look at the immediate future in a five-year window, and that they had since gone to a ten-year window, which included the following: tower site antenna replacements due to the end-of-life cycle of 20 years, noting that Hurricane Milton showed that replacements needed to be made; dispatch console replacements due to technology obsolescence for the LCSO, the Office of Fire Rescue, and the spares and

backups for those; radios used by first responders were approaching 10 years of use in 2028 and were due for replacement and a technology refresh, which would provide radios that had the capability for operating in the cellular world as well as the radio system providing another layer of resiliency and redundancy. He said that responders could still connect if they were in an area that had cellular but no radio coverage, and that agencies outside of the county could use that cellular connectivity to communicate with agencies in Lake County. He commented that this system was currently tested in Lake County, as the LCSO had purchased about 400 of those radios and had used them for two years in the Daytona 500 support; additionally, he had used one of the radios in the City of Tallahassee to talk to the Lake County system as if he had been there. He related that this was an advancement in technology that was not a capability of the current radios, and that even though the radios were still supported, they were reaching that 10-year cycle; therefore, their goal was to share costs with the municipalities and potentially continue the process they had currently. He mentioned that the amount of about $32 million was a list price based on the replacement of the number of radios the County had in existence, and that as they added first responders and apparatus, those numbers would go up. He pointed out that the LCSO already had about 400 radios in place out of about 3,500, and that they could negotiate a price. He stated that since the LCSO radios were about 56 percent of the system, the County's price would be about $18 million with the municipalities paying for the other $14 million, and that even though all the advancements in apparatus and new technology in the fire stations came with support costs in later years, they had time to plan for those.

Commr. Campione relayed her understanding that they continued to converse with the Cities to ensure that this was one of their priorities.

Mr. Holcomb indicated that this was correct, and added that in an annual systemwide meeting in the prior year, this was one of the major topics they discussed. He elaborated that the County gave a demonstration of the new technologies and told them of the plan, and that going forward, the Cities could continue some type of process that would allow them to budget accordingly.

Commr. Campione questioned if there was an opportunity for grants for the dispatch consoles.

Mr. Holcomb replied that there were some legislative changes that would allow the 911 funding to support some of that equipment, and that they had reviewed the 911 budget to reallocate some of those funds in FY 2027 based on the new legislation. He commented that there were grant opportunities within 911; however, since they collected about 40 cents per device per user per month on 911 fees and the average cost across the state was $2.37 per user per capita, those funds had depleted over the years. He related that those grant opportunities went from $18 million available across the state to about $1.5 million, and that since there were 67 Counties competing for them with some priorities held on the rural side, the funding was being depleted; however, they continued to look at other opportunities that may be available.

Commr. Campione asked if there was any possibility for satellite technology.

Mr. Holcomb answered that there were not any options in the radio component currently; however, they were going through a test program with some of their technology with the new apparatus. He mentioned that there were still some pockets in Lake County that did not have well-functioning cellular capabilities, and that the mobile data terminals worked through a cellular connection. He stated that since they were having issues in those areas, they were investigating the use of satellite as well as a backup, that they were starting a trial plan with the Office of Fire Rescue and Chief Kilbury to look at the satellite side and get to that 100 percent coverage.

Commr. Campione recalled that the tower with the City of Apopka had been a hot topic, as it had previously been designated to be in the Lake Edwards conservation area, and that there had been an outpouring of opposition to that location. She mentioned that the County was able to partner with the Central Florida Expressway Authority (CFX), who allowed them to use a parcel, and with the City of Apopka, who was willing to build it, which saved the County funding.

Mr. Holcomb opined that this was an issue with towers and radio systems, and that even though the County was required to provide that public safety service, nobody wanted a tower in their backyard; however, he opined that this worked out very well, noting that it was put in next to SR 429, which was a utility area.

Commr. Campione asked Mr. Holcomb to explain how the dispatch program worked in coordination with the Cities, the Fire Department, and law enforcement.

Mr. Holcomb commented that there was some legislation regarding efforts across the state to create a single dispatch center consolidated in every County or region, and that it had been tabled again in the current year because there was no funding for the concept they wanted. He mentioned that their system was a primary/secondary system, and that when one made a 911 call, it was answered by a law enforcement agency, noting that the LCSO answered for everybody except for the Cities of Leesburg and Groveland, who had their own centers to cover law enforcement for their cities. He remarked that for the prior two years, the Cities of Eustis and Mount Dora had their own dispatch, and that they had since contracted and consolidated with the LCSO. He relayed that fire and medical calls were immediately sent to the Office of Fire Rescue, who dispatched for the entire county, and noted that statistically, the majority of 911 calls required law enforcement interaction. He stated that even though the legislation was to consolidate that, law enforcement dispatched in a very different manner than fire rescue, and that those personnel were not trained to the degree that the professionals in the Office of Fire Rescue were to give those medical instructions prior to responding. He said that there would be costs for the County to retrain a large number of telecommunicators to get to that level, and that this was brought up in the legislative discussion. He opined that the system functioned very well, and said that in the prior week, they replaced all of their call handling equipment across the county, which resulted from a two-year process of training and implementation of the replacements.

Commr. Campione indicated her understanding that the City of Leesburg's system was redundant and on its own so that if the system shut down in the County, it could be switched to the City of Leesburg's system.

Mr. Holcomb said that this was correct, and commented that they had an agreement with the City of Leesburg, which was part of their Continuity of Operations (COOP) plan, noting that when the County built the EOC, there was no hardened backup facility. He elaborated that the only facility that would house the telecommunicators that were present on a shift basis was the City of Leesburg, which had redundant equipment at their location, and that if the EOC had to shut down, then that was where they would go to answer calls and process radio dispatch. He mentioned that the City of Groveland had a three position 911 center, and that they could use the backup system at the EOC or at the City of Leesburg to answer calls and radios; however, the City of Groveland's facility was not large enough to house the County's dispatch needs. He commented that in concert with that, they had agreements with surrounding Counties, and that they were considering expanding that from a regional perspective, opining that if something happened that was devastating to Lake County, then Sumter, Osceola, or another County could answer their calls and interoperate.

Commr. Smith inquired if the towers were fed via fiber, copper, or a combination of all of them.

Mr. Holcomb explained that it was all microwave, which was what tied all the towers together, and that some of the advantages of that included the resiliency and the cost. He stated that even though one of his goals was to expand their fiber network, this was a county of 1,200 square miles with many rural areas which had not allowed it.

Commr. Smith relayed his understanding that the satellite option would be tried as a backup.

Mr. Holcomb commented that backup would be anything that was in the cloud, and that they did a tertiary scenario where they used all three carriers, including the landline carrier, the fiber carrier with cellular, and Starlink backup on top of that. He mentioned that one of the concerns with moving to a full cloud-based service was not having a very robust internet system in any particular carrier; however, they had multiple carriers. He remarked that they looked at the backups to those, and that satellite was the next step.

Commr. Smith wondered if the County had a percentage of dispatch calls that were basic life support (BLS), and if some of the fire assessment funding could be used to pay for the new dispatch consoles since that would pay for BLS related items.

Mr. Holcomb stated that they already did some of that, and that regarding the maintenance support, they broke out fire, EMS, and 911 into those support mechanisms so that the General Fund was not affected by the support costs.

Commr. Smith questioned if the dispatch services had been broken down to advanced life support (ALS) and BLS calls.

Mr. Holcomb indicated that it could be.

Commr. Smith asked if the County could use some of the fire assessment funding for the replacement of some of the dispatch consoles.

Mr. Carpenter stated that he did not have an answer to that question and would have to do some research.

EMERGENCY MANAGEMENT

Ms. Megan Milanese, Director for the Office of Emergency Management, stated that she would be giving a review of the cold weather sheltering program as well as the challenges and solutions. She explained that their cold weather shelters were activated when the temperature was forecasted to fall to or below 40 degrees and/or the wind chill factor was at 35 degrees or lower for four hours or more; additionally, their office provided support to faith-based organizations who provided cold weather sheltering for those who were homeless, under-housed, or who did not have heat in their homes by offering supplies, equipment, transportation, public notification, risk communication, and staffing as needed, noting that they worked with the Office of Transit Services, the Office of Communications, and the Office of Public Safety Support to provide these things. She indicated that LifePointe Church in the City of Eustis and Hope International Church in the City of Groveland provided sheltering facilities and volunteers for every activation; however, Hope International Church was connected to their school, which made it more difficult for them to provide that location if other events were happening at the same time. She said that the Lake County Agricultural Center in the City of Tavares also provided a sheltering facility, which was staffed by volunteers and County employees. She mentioned the following accomplishments: the cold weathering shelter program had been in operation since 2018 and had provided a safe, warm place to sleep for hundreds of Lake County residents; there had been 40 total activations throughout the duration of the program; and through their partnership with other County offices and organizations, they had been able to utilize this program as an opportunity to reach the vulnerable population and provide vaccinations, Narcan, and Human Immunodeficiency Virus (HIV) services, as well as provide connections to the Office of Housing and Community Services who were able to help connect these individuals with other resources they may need. She relayed that their largest challenges were facilities, staffing, and volunteers, commenting that scheduling was a challenge since the faith-based facilities often had conflicting or competing events. She said that while the faith-based facilities provided volunteers, the staffing pool could be challenging with long-term cold weather events since this was overnight, and that this was a vulnerable population. She stated that potential solutions included the possibility of expanding the program to use current County-owned facilities, such as the Lake County Agricultural Center; however, there was limited capacity and they were unable to facilitate family groups or isolation needs. She opined that the new Lake County Fairgrounds facility could provide for improved cold weather sheltering if space was included in the plans, and that it could also provide risk sheltering for special needs clients and host sheltering for those who were affected by weather incidents or emergencies and could not go back to their homes if the facility was hardened to hurricane standards.

Commr. Campione asked if the schools who offered shelter during a hurricane had the ability to break out for family groups.

Ms. Milanese replied that she did not know what their exact practice was, as that was typically left up to the shelter manager; however, they did have designated spaces and rooms within the school where they could place people.

Commr. Campione mentioned that it cost much funding for the schools to provide shelter during a hurricane, and questioned if they used FEMA reimbursement for that.

Ms. Milanese said that they did.

Commr. Campione relayed her understanding that the cold weather sheltering was coming out of their office's budget or through volunteerism.

Ms. Milanese confirmed this, adding that this was the reason they worked closely with their faith-based partners and tried to maintain a consistent volunteer base because they were unsure if there could be a scenario where a cold weather situation would reach a threshold for any kind of declaration, which would make them eligible for public assistance funding or reimbursements.

Commr. Campione said that when Pastor Chuck Padgett, with Trinity Assembly of God, came to their meeting recently, he was concerned about having to pay out of pocket to purchase an insurance policy.

Ms. Marsh commented that he misunderstood as he was only required to name the county as an additional insured entity of an existing policy he already had and was not required to buy an additional policy.

Commr. Morris stated that he spoke with him, and he thought he needed a new policy when a Certificate of Insurance was all he needed.

Commr. Campione mentioned that she could not figure out why the other churches were able to make it work but he was not, and asked if he thought Pastor Padgett would do that.

Commr. Morris believed that he would, as he was planning on calling the insurance company the same day they spoke.

Commr. Campione relayed that she was going to suggest that if it cost the churches more and it was a relatively small amount, then the County could pay for it, opining that they were doing a great service for the community.

Ms. Barker said that it would not cost him any more and that he would just need to name the County as an additional insured entity.

Commr. Campione opined that it was a shame that this was an ongoing misunderstanding as they did not have anything in the northwest part of the county without Pastor Padgett's help.

Commr. Morris commented that he believed they fixed this misunderstanding.

Ms. Milanese indicated that she had some follow-up conversations with Pastor Padgett and was planning on having a conversation with him about the possibility of incorporating Trinity Assembly of God back into the program.

Commr. Campione remarked that it was fascinating how there was a network of communication that went on within the unhoused and homeless community for finding shelters.

Commr. Smith questioned if they had any issues where they ran out of space during the record low temperatures at the beginning of the month.

Ms. Milanese answered that they were very fortunate that they did not have issues, noting that there was open capacity at the Salvation Army in the City of Leesburg and plenty of capacity at Hope International Church on the night of the deep freeze; however, not as many people came to that location most likely because it was newer. She indicated that they were very dependent

upon the network of communication within the homeless community, specifying that they used the Everbridge program to directly communicate with them to let them know about which shelters were opening. She related that during the deep freeze, the number of subscribers doubled in size and they were able to more effectively communicate with that population.

Commr. Smith mentioned that there were several buildings that could double as a cold weather shelter at the old Lake County Fairgrounds, and asked what the mobilization time would be if they found out they did not have room for anyone else and needed to open up another space.

Ms. Milanese explained that as part of their contingency planning, they discussed this in their coordination calls with all of the partners that were typically involved with their cold weather shelter activation including the Salvation Army and other homeless services within the community. She commented that for the most recent deep freeze, they held a call with the city council partners as well, and opined that because of this planning, it would not take very long at all.

Commr. Smith expressed that he wanted to make sure they had another place in mind for cold weather sheltering if necessary.

Ms. Barker related that Ms. Milanese had been working hard on finding more partners and facilities in the South Lake area since that was the county's greatest population, opining that it was wonderful to see that Hope International Church offered assistance in the current year.

Commr. Smith relayed his understanding that there was a large performance center in the City of Clermont.

PUBLIC WORKS

Mr. Bobby Bonilla, Assistant County Manager, stated that he would be discussing the phase one restructuring for the Office of Public Works that was being done after evaluating the former organizational structure which had been in place for over three decades. He displayed maps showing the Commission Districts and the road impact fee districts, and indicated that they narrowed these down into the three areas of north, central, and south, based on the road impact fee districts in order to increase operational efficiencies, optimize resource allocation, and improve communication while promoting collaboration and the ability to respond quickly. He mentioned that the north area would be overseen by Mr. Seth Lynch, that the central area would be overseen by Mr. Jeff Earhart, and that the south area would be overseen by Mr. Mike Olka, who were all Directors of Engineering and Operations with the Public Works Department. He said that each of their teams would focus on their assigned portion of the county and be the primary point of contact for maintenance concerns, capital projects, and system enhancements within their respective areas; furthermore, each team would include a development engineer and a road superintendent. He commented that road impact fee funded projects provided opportunities for savings, and that gas tax could be repurposed for road resurfacing, maintenance, and other repairs, opining that this reorganization would provide improved oversight and accountability for maintenance and capital projects throughout the county. He said that their office had been able to respond quickly to concerned residents since they implemented this new team effort as they had been able to be more proactive and collaborate with municipalities, stakeholders, the State, other agencies, and internal partners. He then discussed their stormwater and floodplain program, and stated that this was an

opportunity to consolidate and utilize the team they had at the Lake County Water Authority (LCWA) to be more efficient and accountable by using their expertise combined with the County's to create one team; additionally, they were able to hire their first hydrogeologist through the LCWA. He indicated that these programs were well received by the LCWA Board of Trustees, and opined that the transition would be seamless and would allow some savings for the County to repurpose funds to the stormwater conveyance system, which was the County's greatest need to help with flooding and stormwater runoff. He said that their current stormwater conveyance system needed much maintenance and retrofitting, and that they would begin focusing on the most important areas, such as ditches and culverts, by taking care of that infrastructure. He relayed that every road project had a stormwater component, and that this was an opportunity to leverage State and Federal funding, opining that water quality issues and environmental impacts could only be resolved through a collaborative effort and integrated planning. He stated that when a municipality came to the LCWA asking for grant funding, they were required to provide a master site plan of their stormwater system along with an operational plan to ensure that they would actually maintain the system that the LCWA was providing funding to build or improve. He opined that this was a great partnership and the best path moving forward, and said that there would be additional changes coming to the Public Works Department, as they were still looking at all the other components that needed to be reevaluated and realigned.

Commr. Morris expressed appreciation to Mr. Bonilla for doing a great job in corresponding with the BCC about complaints they received, and opined that he had serviced those issues exceptionally well and very quickly.

Commr. Campione stated that she loved this new structure, opining that the county was too big to try to manage everything from one spot. She opined that having a point person for each area was very smart, and asked if they were going to further collaborate with the LCWA on stormwater management.

Mr. Bonilla replied that they would do this on the oversight and management; however, staff would continue to do their due diligence on reporting and following the codes. He opined that the ability to take control of their stormwater system was important.

Commr. Campione opined that the stormwater had been piecemealed over the years, and that the overall system had not been looked at.

Commr. Parks indicated his understanding that there would be a countywide stormwater management plan, and asked if one had ever been done.

Commr. Campione answered that one had not been done. She relayed her understanding that the Cities and the County had done their own management, and that there had never been a level of coordination.

Mr. Bonilla opined that the interconnectivity of a stormwater system needed to be done.

Commr. Campione opined that during all of their discussions about the massive flooding, the County should have been looking at cumulative impacts and not just the separate systems.

Commr. Parks stated that he was unsure what percentage of funding was spent on stormwater projects from the LCWA budget; however, he opined that they could get many of these projects done if they had a master plan for the county.

Mr. Bonilla explained that there would be some savings to reallocate back to stormwater projects as they continued to reposition staff in the right places, commenting that the LCWA had always had been available any time there had been a flooding event, and that the intent was to not continue duplicating some of these services.

Ms. Barker elaborated that by utilizing this partnership, they would recognize savings and have more funding to reinvest in the stormwater systems instead of personnel costs.

Commr. Smith opined that it was more than just stormwater, as it was also water integrity, and that Mr. Bonilla had done a great job with getting debris out of the water throughout the county.

Commr. Campione indicated her understanding that water runoff from the roadways or from people's yards was the source of most of the degradation of the county's waterbodies, and opined that it went hand in hand with water quality, water quantity, and managing the volume; additionally, when areas were overrun with huge storms, everything was being flushed out to the waterways.

Mr. Bonilla stated that they would look at their stormwater system and retention ponds to see if they had additional storage capacity, and that there were hundreds of ponds. He remarked that the storage capacity needed to be reevaluated to see if they could get additional depth out of the ponds, and that this was the process of how they would move forward.

Commr. Campione expressed appreciation to Mr. Bonilla for his vision and his ability to look at the big picture and come up with the details on how to get it done. She also thanked the Public Works Department staff and the LCWA, opining that change was not easy.

Commr. Morris asked how the funding was determined for each area.

Commr. Parks answered that it was funded by impact fees.

Ms. Barker clarified that impact fees for the capital projects had to stay within the districts, and that those districts were set up into separate organizational areas; furthermore, general maintenance funds came from the gas tax and was prioritized for projects that needed to be addressed first.

Commr. Morris relayed his understanding that the funding designated for County Road (CR) 466A had been moved again.

Ms. Barker stated that they still had the funds.

Commr. Campione questioned what the timeframe was for that project, as she drove out there frequently, opining that it was not that busy.

Commr. Morris said it was busy twice a day.

Commr. Smith inquired if there was a roundabout yet on Eudora Road.

Commr. Campione replied that it was on track, and that it had been bid out.

Ms. Barker elaborated that there would be an item on the February 24, 2026 BCC agenda for the change order related to the smaller roundabout on Bay Road and the traffic signal on CR

19A and Triangle Drive, and that this was being done in preparation to detour the traffic from Eudora Road.

Commr. Smith indicated his understanding that this had already been approved.

Ms. Barker clarified that this was a change order to the contract.

Commr. Campione relayed her understanding that once the change order was addressed, this would start pretty quickly, and that once those were built, the Eudora Road roundabout would begin.

SOLID WASTE

Mr. David Salinas, Director for the Office of Solid Waste, commented that they managed curbside collection and disposal, convenience centers, and landfill maintenance, and that there were two funding sources including the solid waste assessment and the General Fund. He explained that the solid waste assessment included the following: it funded the collection, management, and disposal of residential solid waste and recovered materials in unincorporated Lake County; it was set annually and was included on the TRIM notice; it could not be used to fund countywide services, such as landfill operations, convenience centers, or hazardous waste disposal; and rates were based on service level. He commented that the factors impacting rates included contractual rates for haulers, residential municipal solid waste (MSW) disposal, yard waste processing, administrative costs, reserves, and bear carts. He said that rates had increased for FY 2026, and that they were currently evaluating the rates for FYs 2027 and 2028. He mentioned that one of the new items of consideration was landfill capacity in the State of Florida, which would have an impact on solid waste in the years to come, and that as of January 1, 2025, there was approximately five years remaining of constructed landfill capacity in the state with only approximately 24 years remaining of permitted landfill capacity. He said that disposal costs were expected to significantly rise as capacity decreased, and that any anticipated challenges may require evaluation of future solid waste disposal options. He displayed a graph comparing the current assessment rates of the surrounding counties, and noted the following: Orange County recently negotiated new contracts, which brought rates up to $400 per year; Seminole County was going out to bid in the current year; and Marion County had recently raised their rates up to $215 per year just for disposal in their convenience centers.

Ms. Barker pointed out that this cost was only $89 in the previous year.

Commr. Morris inquired about the 1-1-1 and 1-0-1 numbers.

Ms. Barker explained that there was one day per week for household trash, one day per week for yard waste, and one day per week for recycling.

Commr. Campione relayed her understanding that Marion County only had drop-off services.

Ms. Barker clarified that Marion County provided disposal services only, and that they did not provide curbside service, noting that individual residents contracted this service on their own.

Commr. Parks said that he looked forward to the coming year discussing the management of the current landfill as an asset, and that landfills would no longer be permitted in the State in

Florida. He indicated his understanding that waste was currently coming from South Florida looking for disposal in Central Florida.

Ms. Salinas stated that there were currently about 1,000 tons of waste per day being transported in from the City of Miami, and that this would be 1,500 tons per day by the end of the year with another potential increase after that.

Commr. Parks opined that this was a large issue where there was much waste and no more landfills ever being permitted again, and that even if there was somewhere in the State of Florida where a landfill could go, it possibly would not happen. He opined that there would be much work for the County as well as an opportunity to expand on the current landfill, and that he looked forward to working on that in the coming year.

Commr. Morris stated that he would like to see that asset used for Lake County, and opined that it should not be outsourced to any other county even though it could be worth much funding.

Commr. Campione opined that this was not even an option.

Commr. Smith questioned what the typical fee for the City of Miami was.

Ms. Barker commented that the City of Miami went to a private landfill that the County currently used for disposal, which was the Heart of Florida Landfill in Sumter County, and that Lake County needed the ability to react quickly if the Heart of Florida Landfill either ran out of capacity or the cost became so exorbitant that it was not feasible to continue to use those services for disposal.

Mr. Salinas related that looking at the future forecast of the available permanent landfills, the number decreased to just a handful of landfills that could set their own rates.

Commr. Parks opined that this was an opportunity to keep the rates lower in Lake County compared to what was going to happen around the state.

Commr. Campione stated that she would never support the County landfill being used for outside waste or for household trash, and opined that even though it was important to have it available for an emergency or for leverage in negotiating other options, she would never want that as it was too close to the lake, housing, and the new Lake County Fairgrounds. She opined that it was an asset that could be used to the County's advantage when negotiating, and opined that the County should never have made the Heart of Florida deal, as the County could have continued using a previous company.

Commr. Parks recalled that it was because of the lower rates.

Commr. Campione opined that the public would have approved of the choice of converting waste into energy versus a landfill even though their rates would have been more, and that the County was currently stuck with a landfill situation.

Commr. Parks asked what the incineration cost per ton was, and Mr. Salinas answered that it was $65 per ton. Commissioner Parks mentioned that there was a larger difference at the time.

Commr. Campione opined that the State needed to focus on how to get waste to energy opportunities in place; furthermore, she opined that South Florida's issue should not be allowed to put Lake County into a crisis situation.

Commr. Sabatini opined that this was a State issue, and that because of the issue of one part of the state wanting to dump in another part of the state, the State needed to come up with something.

Commr. Parks relayed his understanding that an incinerator would cost about $400 million.

Commr. Sabatini opined that the State would have to choose a consolidated area in the state where a future landfill could be in the northern part of the state.

Commr. Campione wondered how South Florida would get their trash to the northern part of the state.

Commr. Morris indicated his understanding that there would still be residuals, such as one truck of ash for every 10 trucks of trash, opining that the ash would still need to be disposed of.

Commr. Parks relayed his understanding that this would be considered toxic waste.

Mr. Salinas commented that even though it was not technically toxic, leachate was an issue with ash.

Commr. Morris opined that the Board needed to find what was best for the 400,000 residents of Lake County, and that it might require opening up the landfill.

Commr. Campione opined that it might until it was all used up, and that this was why the County should hold onto it and keep it available for emergencies.

Commr. Parks opined that it could be used as a bargaining chip; however, he opined that Heart of Florida would go by market rate, and that if that was $40 per ton, then it would make sense for 400,000 people to have the 15-year life cell be reopened.

Ms. Barker remarked that the contract was set to expire in 2027, and that the County would then need to negotiate a new contract. She mentioned that there may be an extension of three years available, and that the County had a very good rate currently. She asked what Lake County's rate was versus other entities that had recently contracted with them.

Mr. Salinas replied that Lake County's rate was $23.29 per ton, and that some entities were paying over $40 per ton, noting that much was based on the amount of tonnage that could be guaranteed.

Ms. Barker anticipated that when the County went to negotiate in 2027, there would be an increase.

Commr. Morris inquired how much this would increase a resident's cost.

Commr. Parks opined that the disposal cost would be about 80 percent more.

Ms. Barker indicated that it could be a 100 percent increase.

Commr. Campione asked if Heart of Florida would be willing to entertain an extension or if this was already built into the contract.

Ms. Barker answered that it was not in the contract.

Mr. Salinas related that if Heart of Florida agreed to an extension, then the County would have the Consumer Price Index (CPI) locked in for three more years, and that they were currently waiting for the extension details to be sent to them so that it could be brought before the Board.

Commr. Parks expressed his concern that Heart of Florida knew that there was more demand.

Commr. Smith commented that the haulers bought trucks specifically for Lake County.

Commr. Campione mentioned that this was only one side of the equation and not the disposal side, and wondered if the option of a longer extension could be explored.

Mr. Salinas opined that this could happen, and relayed that Seminole County was recently approached by their current hauler wishing to extend rather than go out of their employ.

COMMISSIONER PROJECTS AND PRIORITIES

Commr. Smith opined that the County needed to find a better way to fund roads and sidewalks and wanted to see if there were other opportunities that could be used.

Commr. Morris opined that the County could do a $100 million bond referendum, opining that this would take care of the infrastructure and the roads.

Commr. Smith said that he would also like to improve water and stormwater activities and clean up the waterways utilizing the Office of Parks and Water Resources and the LCWA, opining that Mr. Bonilla was doing a great job. He also opined that the County needed to improve communication with residents and that they could do this by reaching out to the Cities. He explained that the City of Tavares placed a newsletter in each of its water bills, and opined that the County could ask the Cities to place a County flyer in their water bills to let the citizens of Lake County know that there was work being done on some of the high priority issues that they were concerned about. He also stated that he wanted to enhance tourism visibility via the event center, and opined that what Mr. Ryan Ritchie, Director for the Office of Visit Lake, was doing with Discover Lake County was incredible, which included THE Spring Games. He opined that there were great opportunities to enhance the active tourism footprint and become known across the country as a sports mecca, and that there were about 10 Olympic training centers around Lake County that could be coming into Lake County. He pointed out that the County partnered with Star Athletics, which was an Olympic track team, and that there was a girl from the City of Ocala in the Olympic speed skating event. He also commented that he would like to see the new Lake County Fairgrounds in place and moving forward, and that he would like to have a discussion about what the County could do with the old location, opining that it could be sold or repurposed.

Commr. Morris opined that the County needed to get ahead of the infrastructure issue, as patching it together was not going to work, and said that when he asked the County Manager what it would take to obtain a $100 million bond to fix the issues, she put together a schedule to service the debt. He commented that when the five-cent gas tax was discussed, Commissioner Campione had suggested taking it to the residents, and opined that the County should give the residents the real answer for what was needed for infrastructure.

Commr. Campione opined that $100 million would not go very far, and asked if there was a list of roads that could be done.

Commr. Morris said that this was being worked on.

Ms. Barker pointed out that there was a list of the top priorities.

Commr. Campione relayed her understanding that the U.S. Highway 441 widening was a $50 million project and that the CR 44 widening was a $40 million project.

Commr. Parks mentioned that this issue was also on his list, and that he was in favor of exploring this further. He inquired what could be used with the Federal funding he had heard about through the Lake-Sumter Metropolitan Planning Organization (MPO) for a project, such as U.S. Highway 441, SR 50, U.S. Highway 27, or U.S. Highway 19, which he opined would not be part of the referendum.

Commr. Campione opined that the funding obtained in the referendum could be used to leverage other funding.

Commr. Morris agreed, and opined that it could help move a project up, such as CR 44B.

Commr. Parks opined that it could help move projects up and make them cost feasible.

Commr. Campione opined that the County should lead an initiative for the State of Florida with other Counties in similar situations, such as high-growth counties with a backlog of State roads, and push for a new paradigm in the State of Florida for transportation funding.

Commr. Morris opined that there were 67 counties that had the same issues.

Commr. Campione opined that there would be opportunities in the future, and that Lake County should be a leader. She opined that transportation funding had lagged behind from the State to the local governments because of the way it was calculated, and that nothing had been done to calculate the electric car impact on the gas taxes, inflation, or the large population increase in the State of Florida, opining that it had become a critical situation. She indicated her understanding that the League of Cities and the Florida Association of Counties (FAC) did lobbying; however, she opined that the County should go to the State, tell them what was needed, and find somebody who would get it done, such as a group of legislators. She opined that this should be tried because even though $100 million would be good to leverage to obtain other funding, the public may not agree with that.

Commr. Smith mentioned that it was not a guarantee.

Commr. Campione opined that there was a better chance of the public voting for it if there was a list of projects that the bond was going to be used for.

Commr. Morris stated that there was a list of projects, and opined that they could be prioritized.

Commr. Campione related that when the County presented the Florida Department of Transportation (FDOT) with an idea for moving up the CR 44B project, their response was that they could do half of it.

Ms. Barker commented that she was asking for the purpose of obtaining the financing, and that the FDOT told her that it would take 18 months to start it.

Commr. Morris opined that the County should ask the State what it could do with the County on this bond issue, and that if the County committed an amount of funding, could the State commit to do this.

Commr. Parks mentioned that the County had some of those numbers through the long-range transportation plan which was recently adopted, and opined that if a certain amount of funding was given per year with the Cities and the County combined, then those projects could be taken off the priority list.

Commr. Campione opined that Counties across the state could offer to provide some funding if the State could help, and that for those Counties willing to obtain funding, the State could match it.

Commr. Morris said that he would not want to do this statewide, and that he would want to do it regionally. He opined that this could be something that was unique to Lake County without Monroe County meeting those conditions.

Commr. Campione opined that since every FDOT district was set up according to a framework based on population, there would not be a deal made with FDOT District 5 to do something different unless the paradigm was changed in the whole state. She opined that they currently did not get enough funding, which was the issue, and that they all had MPOs and priority lists ready to be undertaken if each FDOT District could obtain enough funding. She indicated her understanding that one reason the roads were being worked on in stages was because of the shortage of contractors and the ability to get the work done; however, she did not believe this.

Commr. Parks opined that contractors were coming in from everywhere.

Commr. Morris opined that the State had not been funding it as they should.

Commr. Parks opined that there was the proportionate fair share issue and all the rules that changed that hurt Lake County years prior, and that the State would be concerned about changing that.

Commr. Campione opined that the County was in this condition because of a combination of a lack of funding and the fact that even though developers had to pay more on new projects in the past, which would have allowed the County to get more projects done, developers did not have to do that after 2011.

Commr. Morris stated that he was just trying to fix the issue.

Commr. Campione commented that she wanted to find a way to use this idea and turn it into more funding.

Commr. Parks expressed concern about placing these types of items on a voter referendum because nobody liked taxes; however, he opined that the Board could try to get changes. He pointed out that the State transportation budget was only $19 billion for the entire State of Florida, and that $4.5 billion was going to Interstate (I) 4. He opined that at some point the County would have to do something to get these projects off the list, such as using the General Fund, a referendum, gas tax, or a combination of these, and that some leadership effort would be good.

Commr. Campione opined that a referendum would be difficult to pass because everybody was concerned about growth, development, and developers, and that residents would wonder why they had to pay for this with their property tax bills, which she opined people were already concerned about. She remarked that she would focus more on the legislature and the ability to use Tourist Development Tax (TDT) or to charge more TDT in Lake County, and opined that the County could use that for transportation funding.

Commr. Parks opined that it could be used for trails, which was on his priority list. He commented that staffing was also on his list, and that even though this was covered in the presentation, this had been a yearly concern. He remarked that he wanted to ensure that the County

could keep employees, and asked that there would be some follow-up with the Board later in the current year with some numbers on the cost of training and what could be done to make the pay more competitive, particularly in certain areas.

Ms. Barker related that Commissioner Campione had brought up this request to find out what a more competitive increase should be, and that they would explore that.

Commr. Parks opined that this should be done in the current year. He also opined that even though transportation funding had been covered, it needed to be a regular conversation when discussing roads, and that Commissioner Morris' request could be discussed as an agenda item. He inquired what the status was on funding, and how it could help the County currently with some of the projects on the list of priority projects.

Ms. Barker said that they would review that.

Commr. Parks wondered if there were some short-term successes for each Commission District, including a couple of turn lanes in his Commission District, that could be done at a relatively low cost, and mentioned that the County would have to work with FDOT on some of the areas he could point out. He opined that even though the intersection of SR 50 and Hancock Road was a large issue, the County could have some immediate success with the only cost being some striping and public education.

Ms. Barker stated that the Public Works Department was evaluating two of the intersections he had identified; additionally, Commissioner Campione had a concern about SR 44 and U.S. Highway 19 regarding the backup for the turn lane. She opined that those were smaller projects that could be addressed relatively quickly, and that they could evaluate it.

Commr. Parks commented that even though working with FDOT on a longer turn lane at the intersection of U.S. Highway 27 and Lake Minneola Shores would take more time, this would be a focus for him in the current year. He mentioned that he also had a priority for a long-term funding source for trails, and questioned if there was an opportunity to use TDT as a designated long-term source for trail funding without taking away from the efforts of Mr. Ritchie to market the county, opining that there would be a presentation about this at some point. He stated that he had not heard if the legislation had changed regarding how that funding could be spent; however, he relayed his understanding that it was discussed every year. He also remarked that he would like to find a long-term funding source for conservation and public lands, opining that there was great discussion going on in the Public Lands and Trails Acquisition Advisory Committee (PLTAAC) meetings. He inquired what could be done to ensure that it extended beyond the $50 million bond, and wondered if the County could go to other sources, such as the Alachua Land Trust or other private partners, to obtain matching funds, opining that there could be a small percentage of funding that came out of the General Fund on a yearly basis for conservation that was matched by nonprofit trusts. He also pointed out that there was a continuing issue with cemeteries, and opined that the County should seize opportunities, noting that a group of citizens in the Ferndale area had set up a nonprofit to take care of a cemetery themselves. He opined that the County could help others set up nonprofits to take care of cemeteries around the county and then leave them to maintain them; additionally, there could be a revenue source, depending on the size of the

cemetery, to meet other issues, including funding for burial plots for loved ones in Lake County. He indicated his understanding that the City cemeteries were only available to city residents, and opined that others were very expensive. He opined that some people who wanted a burial had to go to the City of Orlando for a burial site, and said that he would like the community to have local options.

Ms. Barker stated that regarding long-term maintenance of specifically abandoned cemeteries, the County knew of a resident who had started a nonprofit and had started procuring grants to maintain it, and that the County had connected the people concerned about Evergreen Cemetery with her, noting that she was assisting them in moving forward with it. She opined that making those connections was easy for the County to do because they knew of someone who had already done it and was willing to guide others.

Commr. Parks opined that there could be an outreach effort made, and asked how many cemeteries were around Lake County.

Ms. Barker answered that the County maintained seven cemeteries; however, they were not active.

Ms. Melanie Marsh, County Attorney, added that many of the cemeteries in Lake County were privately owned, including Evergreen Cemetery. She mentioned that the issue the residents would have there was that they had to somehow obtain the title to that property, and that this may be the case with many of the cemeteries. She commented that there were some statutory provisions for people who had loved ones in those cemeteries to go in there and clean those graves; however, the County did not have an inventory of those.

Commr. Parks opined that some of those cemeteries could struggle because of situations where there was nobody to contact and nobody was around to maintain it.

Ms. Marsh related that even though there was a funeral home that worked with the Evergreen Cemetery, she did not know how people obtained burial plots, noting that they were still actively burying people there, which was not necessarily what the County would want to be involved in.

Commr. Parks remarked that he was wondering about the cemetery in the Ferndale area.

Ms. Marsh indicated her understanding that the cemetery in Ferndale also had active burials.

Commr. Parks opined that they may have been 10 years prior. He then questioned what Lake County was going to do for the 250th birthday of the U.S.

Ms. Barker stated that Mr. Levar Cooper, Director for the Office of Communications, had a presentation addressing America's 250th birthday.

Mr. Cooper relayed that the Federal Government had started a campaign to celebrate the 250th anniversary of the U.S., and that the State of Florida was participating. He showed some brandmarks, and said that the one in the middle was Lake County's "America 250" brand that would be used throughout this campaign. He mentioned that they were partnering with the following: the Office of Tourism, which would be helping them with resources and promotional materials; the Office of Library Services, which would help verify historical facts and provide

historical photos from their archives; the Lake County Historical Museum, which would provide a display in the County Administration Building rotunda in March 2026; the municipalities, who would be doing events and contests; and educational institutions. He commented that subjects could include Lake County's history, the Harris Chain of Lakes, the agriculture industry, and unique characteristics about being along the Florida ridge; additionally, they would put out a public service announcement (PSA) to commemorate this and collect information from Georgefest in the City of Eustis honoring George Washington, which was the longest running festival in the U.S. He related that some of their campaign objectives included the following: fostering civic pride by celebrating Lake County's unique contributions to America's 250-year story; uniting communities around shared values of freedom, service, and opportunity; educating residents about local history and its environmental qualities; driving tourism and economic impact by promoting historic destinations and local businesses; and engaging stakeholders across 14 municipalities and key county entities. He related that social media posts celebrating America 250 were in progress, and that they had developed some on their own or used kits provided by the State and Federal governments; additionally, they were developing a video and a landing page for the website. He remarked that the County Administration Building rotunda would have flags, a historical display, and information panels showing different achievements and highlighting different municipalities and the Harris and Clermont Chain of Lakes, noting that asset curation was in progress. He stated that they were working on a challenge coin and exploring the possibility of light-pole banners in the downtown corridor celebrating America 250.

Commr. Sabatini inquired if the County was looking for a permanent fixed asset, such as a physical item that marked America 250.

Ms. Barker answered that they had not discussed it; however, this could be explored, such as a monument.

Commr. Sabatini mentioned that Governor Ron DeSantis was doing statues of the founding fathers, including a Benjamin Franklin statue for Franklin County and Thomas Jefferson for Jefferson County, and opined that Lake County should do something. He opined that this could be funded by private funding because it was significant, and that he would suggest placing it on the County's property in the City of Tavares.

Commr. Campione recalled that Ms. Nilda Comas, a sculptor, had created a statue of the Dr. Mary McLeod Bethune and had a connection to Lake County, opining that the County could explore that.

Commr. Sabatini opined that it could include the Lake County brand, which he opined could be something to do with water.

Commr. Parks expressed appreciation to Mr. Cooper, and opined that since the Board loved this country, this was a great opportunity to commemorate and celebrate America's 250. He said that he was in favor of obtaining something permanent, and asked if there could be some decals for the firetrucks.

Ms. Barker commented that they could explore doing a magnetic decal for that as well as one for LakeXpress, which would be relatively inexpensive.

Commr. Parks also asked the County to look into the issue of smoke shops, opining that there could be more discussions with the LCSO. He indicated his understanding that there was a health issue with gray-market drugs, and said that he did not know if it was already being addressed; however, he would like to discuss it. He wondered if there was anything that could be done through zoning laws, and mentioned that there had been specific cases in Lake County where people had been permanently injured by items they had bought at smoke shops.

Ms. Barker relayed her understanding that there was currently some legislation about this being discussed addressing that issue, and that staff could monitor that. She questioned if the County could do something on its own, and said that even though she did not know what the options were, they could explore that.

Commr. Parks opined that even if there was nothing the County could do, it would help to track the issue. He commented that communication had been discussed, and that his emphasis was on policy to accomplish the County's goals and supporting communication in those efforts as well. He stated that growth management was another priority, and opined that the County needed to measure performance in customer experience from people obtaining permits from the County and from people using County facilities, noting that he wanted a way to measure their satisfaction.

Ms. Barker indicated her understanding that the County had a customer satisfaction survey at a kiosk outside of the customer service area for the Office of Planning and Zoning building.

Ms. Kathleen Dial, Executive Director of Development Services, related that this was included with their new appointment software, and that every time somebody came in, it sent a survey, noting that they were tracking that performance data.

Ms. Barker commented that this was new with the software; however, the kiosks had been there for years.

Commr. Parks opined that the County needed to make it very apparent to ask; otherwise, he opined that the survey would not get used much. He suggested using a quick response (QR) code for guests to take a survey after using the park facilities asking if it was clean, if the experience was good, and what the County could do to improve the experience, opining that this could be very helpful. He also mentioned that he had water quality on his list, including total daily maximum loads (TMDLs), the distributed wastewater treatment system (DWTS), and the basin management action plan (BMAP), and relayed his understanding that the County would be discussing this later in the current year.

Ms. Barker commented that the BMAP would be discussed all year.

Commr. Campione remarked that she had a short list, and that she wanted to ensure that the rural boundary/annexation zone discussion stayed a priority. She opined that the County needed to pursue this, especially after the feedback received from Mr. Al Minner, Leesburg City Manager, and that this was an opportunity she did not want to miss. She opined that the transfer of development rights (TDR) was complicated, and that the two issues could either be separated or facilitated, noting that she did not want the details to stall the process. She also mentioned that stormwater runoff was on her list as a large issue, and opined that there could be a PSA to refresh people's minds about the old fertilizer ordinances as well as some outreach to homeowners

associations (HOAs) and retirement communities. She commented that the County had a long list of legislative priorities for transportation funding needs from the State level, including the following: SR 19; SR 44 widening in the City of Mount Dora; CR 44B; CR 44 from the City of Eustis to the City of Leesburg; CR 42, which was heavily used by Lake County residents as well as people driving across the state, opining that it was very unsafe; and SR 44 from the City of Eustis to the City of Deland. She remarked that that even though the State had done a safety study there a while ago, she wanted to see what kind of pressure the County could put on the State to provide some turn lanes to allow a way to get off the road, and opined that this road had become very busy and was unsafe as it was a way to get to SR 429 and the Wekiva Parkway. She said that there were some very large, expensive projects, opining that if something was not changed at the State level, those projects were never going to be done even with a $100 million bond referendum. She also stated that in the future, she wanted to work with Ms. Maria AbdoulKarim, Director for the Office of Housing and Community Services, regarding a committee they had been working on with people from the Lake 100 and other groups that worked with homelessness, and that she wanted to bring this to the Board to discuss ways that the County could help children within the school system. She mentioned that the liaison for the school system that worked to help those families could explain the situation of people in the community who were homeless but were working, had children in school, and did not know from month to month where they were going to be. She relayed her understanding that the hotels were filled up when there were large events, such as bass tournaments, and that many of these families were evicted from the hotels and had nowhere to live for a week or two, opining that the County should be able to find a way to help more. She opined that even though the Find, Feed, and Restore program was doing a great job, it was expanding to shorter term housing opportunities at the old Methodist Church camp and could not meet all of the needs of the school district situation. She opined that the County could consider one of the County's units that was not occupied, and said that she would like to explore that more and bring a presentation forward. She also commented that the intersection of CR 452 and CR 44 created a large issue, as it backed up on CR 44 from CR 452 to U.S. Highway 19, noting that this was a regular occurrence. She opined that before the County sold the old Lake County Fairgrounds property, there should be a comprehensive look at that intersection to find a way to use that property to come up with a solution there.

Commr. Smith related that traffic was backed up across the railroad as well.

Commr. Campione also mentioned that on the upcoming Monday, she was going to Lake Yale for the alum treatment demonstration, noting that Lake Yale was the county's most impaired waterbody and that it did not connect to the Harris Chain of Lakes. She relayed that there had been cattle and citrus farms for many years around the lake, and that even though there was not much development out there, what was there was old with old septic systems and possibly a package plant at one of the mobile home parks as well as an industrial user that had much phosphorus runoff, opining that there were some offsite issues that the County needed to address with the LCWA. She remarked that there had been years of hydrilla spraying, and that the dead vegetation sank to the bottom. She indicated her understanding that Lake Yale had dangerous

algal blooms every year, and that experts had said that in three years, it would be dead and could not be brought back at that point, opining that dredging was expensive and was not an option. She opined that the company providing the alum treatment, which the LCWA had selected, was the best of the best, and pointed out that they had been doing this around the country. She mentioned that there had been some very large lakes that they had turned from brown and green to blue and clear allowing light to reach the bottom, and opined that even though the hydrilla issue would not go away, growth may not be as exponential if the phosphorus was lower. She opined that the County could explore other alternatives for harvesting hydrilla, and that with the phosphorus being down, this could be a turning point for Lake Yale, noting that this was the first whole lake treatment done in the State of Florida, which was why it was a pilot project. She elaborated that the State of Florida had allowed alum to be used at the Nutrient Reduction Facility (NuRF) to treat the water coming in from another waterbody, and that alum was allowed to treat private lakes; however, this was unique because it was the first whole lake application. She opined that if this worked, it would open the door for the Harris and Clermont Chain of Lakes and other places in the State of Florida. She also commented that she wanted to ask the University of Florida Institute of Food and Agricultural Services (UF/IFAS) for help with some of the farmers that still irrigated off Lake Yale, and indicated her understanding that this treatment would affect their fertilizer applications because of the alum in the water clearing the phosphorus. She remarked that she would bring back some pictures from the demonstration, and relayed her understanding that the LCWA would keep the Board informed with its progress. She explained that they would treat the lake through April 2026 and then go away for a year before coming back to do the next round, and that they were constantly checking the pH to ensure that there were no issues. She pointed out that it was completely safe for pets, humans, and fish, as it was a household product, and that it was used in water treatment plants, noting that there would be experts administering it. She expressed appreciation to staff, and said that she looked forward to continuing the good work for the residents of Lake County.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 12:09 p.m.

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
GARY J COONEY, CLERK

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
FEBRUARY 24, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, February 24, 2026, at 9:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Kristy Mullane, Chief Financial Officer; and Josh Pearson, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the meeting.

Rabbi Jeffery Solomon, with Traditional Congregation of Mount Dora, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, requested to pull Tab 24, which was a presentation on the Lake County Historical Museum, noting that they would like to have this meeting at a later date. She then commented that Chief David Kilbury, Public Safety Director, was present to provide an update on the current drought conditions.

DROUGHT CONDITIONS UPDATE

Chief Kilbury said that he had information published by the Florida Department of Agriculture and Consumer Services (FDACS), and that the State looked at several items to make the determination of drought. He pointed out that the drought index was the amount of precipitation in the duff layer, and that it looked at the moisture content. He relayed that the State published information by county and that Lake County was currently at an average of 453, noting that less than 25 percent of the County was over 500, which was their current threshold for the burn ban. He said that the surrounding counties to the east were slightly damper and about 50 points less, though 90 percent of Marion County was currently above 500. He commented that 19 percent of Polk County was above 500 and that 40 percent was above 600, and that Osceola County was at the precipice and had decided to enact a burn ban. He stated that Lake County's burn ban currently would go into effect at 500 and would expire once it was below 500 for more than five days. He said that Lake County was currently in a moderate state for fire danger according to the State's maps, and that the drought index did not discuss the fuel load. He elaborated that they had much fuel load from the recent freeze, though it was not the catastrophic fuel load one might see in a hurricane. He said that they were entering into the drier months, and that this was just a tool to predict how they could handle their fire response and a burn ban. He explained that this was a tool to prevent open burning, and reiterated that they were not currently in extreme fire conditions. He mentioned that they had a response posture policy which mimicked the Board's ordinance and which was based on the State of Florida Keetch-Byram Drought Index (KBDI), noting that this came out daily. He commented that they were currently in a brush response one (BR1), which sent a single engine, and that this went up to four. He explained that the dispatch center and

morning briefing started monitoring when they were above 450, and that the Deputy Chief had the ability to request additional resources based on weather conditions. He related that the State had moved in additional resources because of the freeze, and that they had the resources and the flexibility, though reiterated that according to the data, they had not reached the threshold of extreme fire conditions. He clarified that there was nothing wrong with additional precautions, and that another tool was social media where they could offer tips and advise residents. He said that they went up three points from the previous day, and predicted that they would be around the high 450s by the end of the current day.

Commr. Campione expressed concerns for their proximity to Marion County and the dryness there, and she mentioned the dry material and windy conditions. She said that she had many people ask her why they did not have a burn ban, and she stated that there was a State of Florida state of emergency in effect. She opined that the County needed to revisit the way its ordinance was written, and said that she would feel more comfortable if they instituted a burn ban. She commented that it would inconvenience some people who wanted to burn, though she opined that they could be in a costly situation. She added that she would favor the County enacting its own state of emergency to put that burn ban in effect.

Chief Kilbury relayed that he would support the Board's effort, opining that there was nothing wrong with a preventative effort.

Commr. Smith asked if it was Chief Kilbury's professional opinion that they should enact a burn ban.

Chief Kilbury replied that looking at the State's data, the county was not at the threshold of the drought index; however, there was a significant fuel load. He opined that they did not need to enact a burn ban at the current time based on the available data, though he would be open to the Board's decision.

Commr. Morris asked if they were moving equipment around regardless.

Chief Kilbury confirmed this.

Commr. Morris relayed his understanding that if they thought that there was possibly going to be a brushfire toward Altoona or Astor, then they would have a unit ready to go.

Chief Kilbury said that this was correct, and that the State had brought additional resources, though more of this was south of State Road (SR) 60. He clarified that there were resources available to manage this; however, Lake County had not reached the threshold of extreme fire conditions. He clarified that this was not to say that a burn ban would prevent all fires; rather, it would just prevent open burning. He opined that it could be caused by items such as a cigarette thrown out a window, motocross, and other items in those areas, and that it would typically be a spark, a weld, someone not being cognizant of their environment when they burned, or unattended open burning.

Commr. Campione asked how many fires they had in the last month.

Chief Kilbury replied that there were three on the previous day that crews were able to extinguish quickly, and that they were in a ready posture. He added that they had many resources available, and that they had the option of upstaffing tankers and brush trucks.

Commr. Campione opined that there was value to everyone coming to the table with their own concerns, and that a burn ban added protection. She indicated that she favored it, and opined that it was prudent to do. She expressed interest in being safe and taking into account the fuel load and the proximity of other counties that were in the extreme index. She then asked if there was any chance that the State would change how they did this.

Chief Kilbury replied that they continually improved this, and that they were using state of the art satellite technology to review moisture content. He added that there were meteorologists in the state who reviewed this daily.

Commr. Campione inquired why the fuel side was not built into this.

Chief Kilbury explained that it was the moisture content and the rate of ignition of the dead fuel, noting that some of it had moisture and that it would rebound in the spring. He clarified that it was not the dangerous fuel load like downed limbs and trees, and that it was currently considered to be light fuel. He said that they were trying to legislate human behavior to prevent a wildfire, and that with regards to the current conditions of the drought index and the mapping of the fire danger, Lake County had not reached a high threshold of wildfire.

Commr. Smith relayed that he liked to manage by facts, and he assumed that the State had enacted an emergency response for the southern half of the state because they had a high fire danger. He indicated that he would put much weight on Chief Kilbury's professional opinion.

Commr. Parks said that he valued Chief Kilbury's professional experience, and that he heard about an artificial intelligence (AI) based system in Travis County, Texas which people had commented positively about regarding its accuracy in predicting where fires would occur. He asked if Chief Kilbury could look into something like this, noting that he could possibly give the Board reports which broke out certain areas, and that there could potentially be a burn ban in that particular micro area based off data.

Chief Kilbury relayed that the State's numbers were similar to what was being described, and that less than 25 percent of Lake County was currently over the 500 threshold. He indicated that they would like to have this for forecasting, and that they would encourage this.

Commr. Campione opined that this was interesting, especially if the County was looking at changing the ordinance and if they had the technology to support having specified areas within the county with burn bans.

Chief Kilbury clarified that he could not say with confidence where the 22 percent of the county was above 500, though 75 percent of the county was below this threshold; however, this was not to say that they could not have a significant fire.

Commr. Smith asked if Cities could enact their own burn ban.

Chief Kilbury confirmed this and said that the Cities of Groveland and Clermont did not allow open burning, though relayed his understanding that they had enacted a burn ban.

Commr. Smith inquired if the Cities that allowed open burning stopped this because of the conditions.

Chief Kilbury replied that he was not aware of this.

Commr. Campione relayed that most of her district, Commission District 4, was a forest, and that they did not have cities in those areas.

Commr. Morris asked about changing an ordinance, opining that they currently had an ordinance which was working.

Commr. Campione clarified that she was not bringing forward an ordinance change; rather, she opined that they should consider an ordinance change. She mentioned that she had brought a possibility of a state of emergency so that they could do a burn ban currently.

Commr. Morris opined that the State was correct.

Commr. Campione said that the State had enacted a state of emergency.

Commr. Morris clarified that this was not in Lake County, and opined that they had the statistics to say that they did not need a burn ban.

Commr. Campione indicated that she would prefer a burn ban knowing that 22 percent of the county was over the index. She opined that the key was providing information, though what she was receiving back from people was them questioning why the county did not have a burn ban.

Commr. Sabatini inquired how long they were discussing doing a ban for.

Ms. Melanie Marsh, County Attorney, explained that if they chose to add this item to the agenda, it would be a local state of emergency, and that by statute it could not be longer than seven days. She elaborated that this draft would allow the Chairman to renew it at the end of seven days or terminate it early based on the recommendation of Chief Kilbury and the County Manager if it was no longer needed.

Commr. Sabatini indicated that he was agreeable with seven days, noting that 22 percent of the county was in that sector. He clarified that he would oppose this if there was an aggrieved party who would be affected in a serious way, though he did not have knowledge of someone who would be adversely affected by a burn ban.

Ms. Marsh displayed the draft on the screen and explained that it would apply to all incorporated and unincorporated areas unless a municipality had issued a burn permit. She added that it would ban open burning including the following during this seven day period which could be extended: campfires; bonfires; unpermitted controlled burns; burning of yard and household trash; burning of new or old construction debris; burning of organic debris; and lighting of fireworks and sparklers. She said that the Board could change the applicability and the types of items it would prohibit.

Commr. Parks wondered if it was possible for Chief Kilbury to come back with some recommendations on localized areas in the following week, and if the County could potentially enact a burn ban in those areas only.

Chief Kilbury said that the State may have this availability, and relayed his understanding that they knew more than Lake County at the local level. He clarified that there was risk and that they were in wildfire season.

Commr. Campione opined that they could do this as a stopgap and then bring back something that would be a modification to the existing ordinance, such as what Commissioner

Parks had suggested. She opined that this would give them a period of time until the next meeting to see if they could get this language in place.

Commr. Parks confirmed his suggestion to wait a week.

Chief Kilbury stated that due to the concern of the Board, they would move to a BR2 response and send additional resources for anything until he reported back. He added that he would return with as much information as he could for the Board to make informed decisions.

Commr. Smith asked if Chief Kilbury would be able to explain their action items when there was potential for a fire.

Commr. Campione urged everyone to be careful and wait to burn.

Commr. Parks said that the County could do extra communication efforts.

Commr. Campione opined that they would receive questions of why there was not a burn ban.

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meetings of January 6, 2026 (Regular Meeting) and January 20, 2026 (Regular Meeting) as presented.

CITIZEN QUESTION AND COMMENT PERIOD

Commr. Campione remarked that anyone who had joined the meeting through Zoom may press *9 to virtually raise their hand, or click the raise hand button to identify that they wished to speak. She added that everyone would have three minutes to speak, and that after three minutes, an alarm would sound to let them know that their time was up.

Ms. Cindy Newton, a resident of Commission District 4, thanked Commissioner Parks for speaking at the Passion Flower Chapter of the Florida Native Plant Society on February 14, 2026. She also opined that the Eco Expo went well on the previous Saturday, and that many had left better informed with positive views of some items occurring in Lake County; additionally, she thanked Commissioner Sabatini for attending.

Mr. Banks Helfrich, a farmer from the Clay Road District of South Lake, said that a farm tip of the day was to leave one's plants and trees alone after the recent freezes and water them, along with clipping them above the new buds. He then relayed information about a pig farmer receiving a conditional use permit (CUP) from Lake County, noting that he had assisted her. He opined that he helped citizens get through the intricacies of government, and relayed that he was an advocate for South Lake and a candidate for State House of Representatives District 25.

Ms. Susan Fetter, a resident of the City of Leesburg and President of the Lake County Conservation Council, recalled that they had organized the Eco Expo, and opined that it was a great opportunity for citizens to learn about some of the great things happening there. She thanked the Board for their support, along with County staff who participated; furthermore, they had about 700 people onsite at the event.

Commr. Campione expressed appreciation for the event.

Mr. Manuel Mejie, a resident of the Shockley Heights area in the Ocala National Forest, requested clarification regarding an article published in the North Lake Outpost on February 19,

2026. He relayed that the Shockley Heights Community Club was in the process of evicting four elderly campers from their homes on the grounds that the campsite operated by the club was not zoned for being a campground. He relayed that the Office of Code Enforcement had informed them that the campsite was not supposed to be there, though opined that the location of the campsite in the Lake County Property Appraiser records was marked as a recreational vehicle (RV) campsite. He indicated his understanding that they were not supposed to be shutting down utilities as part of an eviction proceeding, and that the Office of Code Enforcement would visit to see if the individuals were gone. He inquired if the Office of Code Enforcement was aiding or saying that they could go outside Florida Statutes to carry out this eviction.

Ms. Marsh explained that there was an active code enforcement case against this property, and that the Office of Code Enforcement would issue a notice of violation, allowing the property owner a certain amount of time to cure or apply for proper permits. She clarified that the Office of Code Enforcement did not issue eviction notices or evict people, nor did they shut off utilities. She said that if eviction notices were issued by a property owner to tenants, then this was a separate process which went through the court system and was governed by other statutes. She relayed that if one did not come into compliance, then there would be a hearing held in front of a Code Enforcement Special Master, and if they found that there was a violation, they would issue an additional amount of time to come into compliance; furthermore, if one still did not comply at that point, the County had the option to file for an injunction with the circuit court. She stated that typically, the Board did not become involved in active cases because it was a quasi-judicial process handled by a Special Master, and that Mr. Mejie could reach out to the Office of Code Enforcement to receive more information.

Mr. Mejie commented that legal counsel had been contracted by some of the campers over this matter.

Ms. Marsh indicated that their legal counsel could contact her office, and that they could work through the legal counsel with their issues; additionally, staff would not talk with another party if they were represented by counsel.

Ms. Vicki Dewey, a resident speaking via Zoom, spoke in reference to her friend near Postal Colony Road, relaying her understanding that tract six had been split off in the 1920s and that her friend's property was the east half of tract six. She elaborated that the west half of tract six was owned by another individual. She explained that it was a dirt road which split off, and that they only had a small portion to enter their property, though it was currently being blocked off. She indicated her understanding that the Office of Code Enforcement was allowing an individual to block it with gates and fences, and opined that this had become a burden. She relayed that the warranty deed indicated that it was subject to easements, restrictions and reservations of record, and that a public record showed that it said "alleyways and roadways for public use." She said that Postal Colony Road was not County maintained, though opined that this should not affect this individual being able to put up a gate that her friend had to get out of her vehicle to unlock when it was not her property. She asked how to move forward with this.

Ms. Marsh asked for the individual's name, noting that she could talk with the Office of Code Enforcement and receive more information.

PROCLAMATION 2026-14 IRISH AMERICAN HERITAGE MONTH

On a motion by Commr. Sabatini, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved Proclamation 2026-14 designating March 2026 as Irish American Heritage Month.

Commr. Campione read and presented Proclamation 2026-14 to Mr. Greg Seán Canning, Deputy Secretary for the Ancient Order of Hibernians (AOH).

Mr. Canning remarked that on behalf of the Irish American community in the State of Florida and the AOH, the oldest and largest Irish organization in the world, tracing their roots back to the 1500s, he expressed gratitude for their kind consideration in designating March 2026 as Irish American Heritage Month. He mentioned that St. Patrick's Day on March 17 was the largest celebration of a national day across the globe, and that throughout the cities of America and Canada, as well as Ireland, the United Kingdom, Germany, Norway, Denmark, Australia, New Zealand, South Korea, Japan, Nigeria, Granada, and the Caribbean Island of Monserrat, people would be celebrating this occasion and proclaiming themselves Irish for the day. He commented that this proclamation would coincide with festivities that were currently underway as Irish Americans once again gathered to celebrate their heritage throughout the State of Florida, and that during the month of March, Irish Floridians proudly reflected on the legacy of their Irish forebearers, who had contributed significantly in the areas of education, business, sports, literature, science, engineering, medicine, law enforcement, and the arts. He related that those were just some of the contributions that had been made not only by the Irish but by so many ethnic and racial groups who came to the United States (U.S.) from the four corners of the world and who had assisted in developing this great country. He stated that as current national AOH Deputy Secretary, the Florida State Secretary, past National Director of the Southern States, and past Florida State President of the AOH, he would like to acknowledge the honor the Commissioners had bestowed upon all Irish Americans living within this county and the great State of Florida, and he wished everyone a blessed St. Patrick's Day.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Sabatini, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Items 1 through 3, as follows:

List of Warrants

Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes as attached Exhibit A and filed in the Board Support Division of the Clerk's Office.

City of Mount Dora Annexation Ordinance

Notice is hereby provided of having received Annexation Ordinance 2025-25 from the City of Mount Dora as required by Chapter 171.044(3) Florida Statutes with the accompanying map.

City of Umatilla Annexation Ordinance

Notice is hereby provided of having received Annexation Ordinance 2025-K and map of the Small-Scale Comprehensive Plan Amendment from the City of Umatilla as required by Chapter 171.091, Florida Statutes.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Sabatini asked to pull Tabs 5 and 7 to the regular agenda.

Commr. Campione noted that she had a comment card for Tab 16.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 4 through 21, pulling Tabs 5, 7 and 16 to the regular agenda, as follows:

COUNTY ATTORNEY

Recommend approval to remove an advisory committee member from the Sales Surtax Oversight Advisory Committee. There is no fiscal impact.

ADMINISTRATIVE SERVICES

Management and Budget

Recommend approval for the Chairman to execute a letter to the Florida Department of Criminal Justice Bureau Chief Office of Criminal Justice Grants on behalf of the Lake County Sheriff's Office requesting the return of $35,423 JAGC funds related to Grant Award Number 6N169/Award Title C-6N169 Negotiation Team Training & Police Equipment.

There is no fiscal impact.

DEVELOPMENT SERVICES

Economic Development

Recommend approval to authorize the County Manager to execute payments for economic development incentive grants due under the applicable agreements to:

1. Encompass Health for the Economic Development Grant Incentive Program in the amount of $63,641.84;

2. Encompass Health for the Agreement for Waiver of Impact Fees in the amount of $45,089.32.

The fiscal impact is $108,731.16 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

PUBLIC SAFETY

Fire Rescue

Recommend approval of a Perpetual Utility Easement to Sumter Electric Cooperative, Inc. (SECO), needed for electrical services at Fire Station 85, located at 17800 CR455, in Montverde (a/k/a Alternate Key 3938174).

There is no fiscal impact. Commission District 2.

COMMUNITY SERVICES

Solid Waste

Recommend approval:

1. Of Contracts 25-918A with Aftermath Disaster Recovery, Inc. (Prosper, TX), 25-918B with Ceres Environmental Services, Inc. (Sarasota, FL), and 25-918C with Southern Disaster Recovery, LLC (Greer, SC) to provide on-call emergency debris removal services throughout the County; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact (expenditure) cannot be determined at this time, as costs are incurred only during an emergency event.

Transit Services

Recommend approval:

1. Of the submittal of the 2027 Public Transit Block Grant application; and

2. Of the adoption of Resolution 2026-23 supporting the 2027 Public Transit Block Grant application.

The estimated fiscal impact is $2,072,054 — $1,036,027 (revenue/expenditure - grant funded) and $1,036,027 (expenditure - county match) and will be included in the Fiscal Year 2027 Budget request.

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Fleet Management

Recommend approval:

1. Of Contract 25-725I with Graham Automotive Supply, Inc. (Leesburg, FL) as an additional vendor to the pool for Fleet Parts Suppliers; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The addition of a vendor to the vendor pool does not affect the estimated annual fiscal impact and will not exceed available funding in any Fiscal Year Budget.

Public Works

Recommend approval to proceed to closing on a deeded right-of-way dedication for Integra Wellness Way Apartments (DR-24035), which is in the City of Clermont, and authorization for the Chairman to execute any required closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 1.

Recommend approval to proceed to closing on a deeded right-of-way and right-of-way easement dedication by plat for Griffin Preserve (DR-24031), which is in the City of Fruitland Park, and authorization for the Chairman to execute any required closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Recommend approval to proceed to closing on a deeded right-of-way dedication for Huntington Oaks (DR-25026), which is in the City of Leesburg, and authorization for the Chairman to execute any required closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 1.

Recommend approval of Resolution 2026-24 to reduce the speed limit from 45 MPH to 35 MPH on Number Two Road from CR 48 south to 1,850 feet east of Silverwood Lane.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3.

Recommend approval of Change Order #1 to the Old 441/CR 19A at Eudora Road Roundabout contract for the addition of a small roundabout at the intersection of Bay Road and Short Street along with a permanent traffic signal at the intersection of CR 19A and Triangle Drive.

The fiscal impact is $628,453.55 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Recommend approval:

1. To award the Sun Eden Water Quality Retrofits construction project (Contract 26-706) to Estep Construction Inc. for $938,625.

2. Of a budget transfer in the amount of $303,625 from the Lower Palatlakaha Basin project to the Lake Harris/Little Lake Harris Basin project.

The fiscal impact is $938,625 — $285,000 (revenue/expenditure - grant funded) and $653,625 (expenditure - county match). Commission District 3.

Recommend approval:

1. Of Resolution 2026-25 declaring the collapse of Empire Church Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding requirements otherwise required;

2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $250,000 to a not to exceed $3,000,000; and

3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each fiscal year's budget.

PARKS AND WATER RESOURCES

Parks and Trails

Recommend approval:

1. To adopt Resolution 2026-26 authorizing the program manager of the Mosquito Management Division, Department of Parks and Water Resources, to execute any necessary grant agreements or required amendments or other documents associated with the receipt of state funding for the arthropod control program; providing that the program manager of the Mosquito Management Division, shall be Lake County's Authorized agent for this purpose only; and providing for an effective date.

2. To authorize the Chairman to submit a letter to the Florida Department of Agriculture and Consumer Services (FDACS) acknowledging the change of position for Brad Russ and recommending Justin Walker as the Mosquito Management Program Manager.

There is no fiscal impact.

TAB 5: WAIVER OF CONFLICT FOR GRAYROBINSON

Commr. Sabatini asked if this conflict was due to another attorney at the firm.

Ms. Marsh confirmed this. She said that Mr. Chris Carmody, with GrayRobinson, was their lobbyist, though he had not lobbied for any funding for Round Lake Road; therefore, staff did not see that there was a conflict with another part of the firm representing Pulte Home Company. She added that Pulte Home Company had apparently been a longtime client of GrayRobinson.

Commr. Sabatini said that he would be voting no on this item, opining that they had a major firm working for one of the largest homebuilding companies in the country which he did not trust. He opined that the County needed an independent firm which did not have profit sharing agreements with companies that were possibly conflicted.

Commr. Parks mentioned that some Counties had their own lobbyists on staff because of this issue.

Commr. Campione expressed concerns for when someone argued for one thing and then they argued for another item, opining that it did not feel right.

Commr. Smith asked if GrayRobinson was on a three year contract and if the County was on their last year.

Ms. Barker confirmed this, and said that they would be going out to bid in the current year.

Commr. Smith relayed that the County had done this in the past, and that there were some opportunities coming up in the future to correct it; however, he did not think there was any reason to slow down the process on the current day for this request, opining that they could address this later.

Commr. Campione inquired if the Round Lake Road project from south of Wolf Branch Road to north of SR 44 meant that there was a project that Pulte was working on in that location.

Ms. Marsh assumed that Pulte was likely under contract and had not purchased the property yet, noting that the Public Works Department had been working with some large acreage property owners there to acquire the right of way needed for that road expansion. She was unsure if Pulte was one of those or if they were under contract.

Commr. Campione asked what would happen if the Board did not approve this item.

Ms. Marsh replied that Pulte would retain eminent domain counsel through another law firm.

On a motion by Commr. Smith, seconded by Commr. Morris and carried by a vote of 3-2, the Board approved a waiver of conflict for GrayRobinson regarding its representation of the Pulte Home Company with respect to the Round Lake Road project from South of Wolf Branch Road to North of S.R. 44.

Commr. Campione and Commr. Sabatini voted no.

TAB 7: LIABILITY CLAIM SETTLEMENT

Commr. Sabatini said that he trusted staff to tell the Board when it was worth settling these cases, though he did not have the chance to discuss the specifics of this item. He opined that it was a slightly higher settlement, and said that he wanted to receive a few notes regarding why the liability looked clear.

Ms. Barker explained that this was related to a motor vehicle accident involving one of their firetrucks which hit a gas station's pumps; therefore, this item was to settle the claim with the gas station property owner for the damages.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved a Liability Claim Settlement for a motor vehicle accident on May 20, 2025.

TAB 16: PUBLIC RIGHT OF WAY AND EASEMENT DEEDS

Commr. Campione relayed that a comment card for item referenced a Britt Road update.

Mr. Jeff Earhart, Engineering and Operations Director for the Public Works Department, clarified that one of the properties being accepted was on Britt Road.

The Chairman opened the floor for public comment.

Ms. Newton opined that there was much discussion online with much information, and she asked if there would be enough right of way to the south end of the damage to then align the road.

Commr. Campione confirmed this, and added that they were close to having the State sign off on the bidding process, which would hopefully take around 30 days. She said that they would start thereafter, and that the County would ensure that this information was sent to the public.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved to accept public Right of Way and Easement Deeds that have been secured in conjunction with development, roadway, and stormwater projects.

PRESENTATION OF 2026 ECONOMIC FORECAST

Mr. Neil Hamilton, Vice President for Research and Strategy with the Orlando Economic Partnership (OEP), displayed information for the national outlook and said that they were waiting on some data due to the Federal Government shutdown in October and November 2025. He relayed that the U.S. economy slowed in 2025 and that they came out at 2.2 percent economic growth from 2.8 percent. He reviewed national economic factors, and said that the optimistic forecast was that they could rebound in 2026 due to inflation decreasing and positive tax changes for the consumer and business, along with investment in AI and likely some interest rate reductions. He mentioned that the pessimistic perspective said that the consumer was tired and that they needed to be careful. He opined that people continued to spend even when there was uncertainty and volatility. He relayed that the Wells Fargo forecast was a 2.7 percent change in gross domestic product (GDP), and he opined that they would be fine. He then displayed information for the state outlook and said that they outperformed the nation through 2025, noting that the labor market softened in the second half of 2025. He relayed that the forecast for the State was that it would continue to outperform the U.S., and that population growth was slowing. He indicated that he was not overly concerned about this, and he added that job growth was also slowing and that unemployment would increase slightly. He related that the City of Orlando region was always one year behind in local data, and that in 2024 they were the eighth fastest growing metro area in the U.S. He showed information for net balance performance, and pointed out that more businesses were positive than negative. He specified that innovation had increased in the last quarter, and that employment had stayed stagnant, noting that companies thought they could grow without adding jobs and that AI was an emerging trend in the labor market. He said that the final quarter of 2024 was the presidential election, and that there was a large decrease in confidence in the U.S. economy because there was uncertainty. He added that the fourth quarter of 2025 had not picked back up due to the Federal Government shutdown, though people were still confident in their own businesses. He stated that they only added 4,000 jobs locally in the previous year, which was a significant slowdown. He explained that the reason for this softness in the consumer-facing sect was the advent of AI, opining that the new normal was fewer jobs and companies sometimes trying to grow without adding jobs. He mentioned that there was not much demand for labor, and that there was talent in the market, noting that this was an opportunity for some. He said that through 2024, Lake County population growth diverged from the state and the region in the sense that it accelerated and the State and region had slowed. He opined that they may not possibly accelerate next year in Lake County, though they would slow less than the state and the region because people were choosing Lake County. He showed a chart regarding net migration to the region, relaying that there was a changing dynamic of declining domestic migration and

surging international migration. He clarified that Lake County was less exposed to declining international migration, and that they drew many of their residents from the State of Florida. He specified that they were gaining their largest influx from Orange, Osceola and Seminole Counties, along with South Florida. He displayed a map of this data, and he then indicated that Lake and Osceola County were the two fastest growing economies in the State in the previous year among counties with a population of at least 100,000. He stated that there was a slight slowdown in unemployment in Lake County, though it was still above the region and the state. He showed a chart which compared 2019 to 2024 regarding if Lake County was growing its share of jobs in high wage sectors, noting that they were; furthermore, they were seeing a declining proportion of employment in retail and the visitor economy, with more employment in manufacturing and construction. He clarified that the percentages in the service economy were still more than what was in the U.S. He showed a chart reviewing a five year timeframe which indicated that around 70 percent of Lake County residents were commuting out of the county for work, and relayed that an opportunity for Lake County was to get more jobs in this market. He opined that the labor market would soften moving forward, and that unemployment was rising. He opined that this was not a major issue, and that healthcare would buttress the Lake County market, noting that it was still the most active job posting. He said that the net loss of the 25 to 34 year old demographic had been improving slightly, and that this had an effect on labor force participation. He elaborated that one in two residents were actively in the labor market because many of them were retired, and said that Lake County was going to be one of the fastest growing employment markets in the state. He opined that as long as the county continued to attract residents from the rest of the State of Florida and increased diversification of the economy, then the future looked positive. He also opined that the State of Florida and the City of Orlando could slow slightly, along with Lake County.

Commr. Parks opined that this helped the Board when they tried to make policy decisions, and he asked how the value of the dollar might affect some of the travel to the county.

Mr. Hamilton replied that the dollar was still the standard, and that tourism brought money into the economy. He opined that Lake County had a strong point for this.

Commr. Parks hoped that this continued to improve, and opined that they needed this funding being brought into the county. He then opined that the issue of 70 percent of the workforce commuting out of the County was significant.

Commr. Campione inquired about a slide which showed Walt Disney World and Universal Orlando Resort as the main employers, opining that this skewed the rest of the numbers when this was included and then averaged across the board.

Mr. Hamilton clarified that it was a subset of the Orange County portion.

Commr. Campione opined that there was nothing wrong with this, noting that they were close geographically. She added that it was a younger group of people.

Commr. Parks confirmed that many people worked at Disney and Universal, though opined that it was still an issue when they had this many people moving. He opined that a current focus was trying to get some of those cars turned around.

Commr. Campione opined that the slide looked like it was a large percentage of the people commuting out of Lake County, and that it could be broken down further so that the Board could understand what other types of jobs they were leaving for.

Mr. Hamilton mentioned Wellness Way and said that the County was allocating some of the developments and large plans for commercial there.

Commr. Parks opined that the key was sticking with the vision, and that it took many years to turn the numbers around economically.

Commr. Morris relayed his understanding that of the four companies looking for the most employees, three of them were healthcare. He expressed concerns for this.

Mr. Hamilton opined that it was great, and stated that they would lose jobs in the region if healthcare was removed.

Commr. Morris said that it was higher paid jobs, though there were service level jobs which would offset much of it to take care of retirees.

Commr. Parks opined that an innovator, entrepreneur or someone who was younger would be more centered toward Metro Orlando, and he hoped that Lake County could change this slightly.

Mr. Hamilton opined that they needed to not parachute people in for healthcare, and he questioned how to get this prosperity to the residents and have them participate.

2050 COMPREHENSIVE PLAN UPDATE

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, stated that Lake County was currently undergoing a revision to its Comprehensive Plan (Comp Plan), and that they were drafting new policies, goals and objectives that would guide the County through the 2050 planning horizon; furthermore, the County had entered into a contract with Kimley-Horn and Associates to assist them.

Mr. Kelley Klepper, Vice President for Kimley-Horn, stated that his organization had been working collaboratively with staff on the review of the update based on the initial assessment, as well as updating their respective goals, objectives and policies. He added that they had much of this information in final draft form which was being reviewed by the County departments, and that there would be additional online engagement opportunities. He said that they were looking at a potential April 2026 timeframe for public hearings, and that Senate Bill (SB) 180 was in their minds as they went through this. He related that they identified some items based off additional updates from the Florida Legislature, and that they updated and reviewed much of the technical data which went into supporting data, including the population. He also mentioned that the County had a robust vacant land analysis which was a collaborative effort with the East Central Florida Regional Planning Council (ECFRPC). He recalled that they had two outreach meetings, and opined that they had been well received; furthermore, they had also started talking with high school students. He commented that they had recommendations from a matrix and also for each of the elements which provided recommendations and revisions to the respective goals, objectives and policies based off a number of items. He said that they looked at traffic and transportation, potable water, sanitary sewer, stormwater, parks and recreation facilities, population, and land use.

Ms. Emily Thomas, Senior Planner for Kimley-Horn, stated that they wanted to understand some of the challenges and opportunities perceived by county residents, and that they held a few different sessions of community outreach exercises. She recalled that they held three open houses throughout the county in July and August 2025, and that they also had an online survey which received 1,500 responses; furthermore, they recently held a second round of presentations to provide an update to residents, noting that they would have three more toward the end of this process. She commented that largest item they heard throughout these community engagement exercises which stood out was the importance of conservation and preserving the beautiful natural lands in the county, as well as the rural character which made Lake County unique and special. She also mentioned the importance of strategic land use to reduce urban sprawl, and said that they heard much about flooding, stormwater management and traffic congestion. She recalled that they involved some high school students and that they wanted to reach a wide range of demographics, and that while there were many similarities between what they heard from general outreach, input from the younger generation included all types of housing being more of a priority. She showed an example of activities from the first round of engagement, and stated that they had also held three meetings where planners from the municipalities attended and provided insight regarding some of their challenges and things they were doing to address those challenges, as well as how the County could work with them to address this. She said that some of the items they heard across most of the jurisdictions included the following: strategic land use; focusing on job creation to improve economic development; concerns about urban sprawl; conserving rural and natural land; the need for new and improved facilities; and traffic congestion. She relayed that they worked closely with the municipalities to assess their utility availability, and that most of the municipalities allowed County properties to connect without annexation, though there was sometimes a surcharge required. She then discussed the vacant land use analysis and related that they were looking at future land use (FLU), existing land use, and vacant land use. She said that Lake County was growing quickly and that by Florida Statutes, the county needed to be able to accommodate this. She indicated that they looked at densities on vacant parcels to see what could be accommodated, and that between unincorporated Lake County and the municipalities, based on household projections and sizes, the densities in the county were sufficient to support this growth; therefore, they did not need to increase densities in any of the FLUs. She commented that the projections for FLUs on each parcel would not necessarily be built out to full capacity, and that they needed to recognize that there was still a need for some strategic land use decisions to accommodate this growth. She specified that they needed to consider where this growth was going to go, and that they may want to direct this to where there was existing infrastructure and utilities for new development to connect to.

Mr. Klepper discussed some of the top changes or updates they looked at, noting that this included the five year capital improvements plan which was a requirement under Chapter 163, Florida Statutes. He listed the following top updates and changes: a new FLU paper designation that the County would have the ability to start applying in certain situations; increased coordination with the municipalities within the county; different housing types throughout the urban areas;

preservation of natural lands; incorporating some economic development policies, ideas and recommendations into the Comp Plan; and some items in the Comp Plan were better suited to be in the Land Development Regulations (LDR). He said that when they start looking at the FLU, this included identifying standards which were better suited to be in the LDR, along with strengthening additional policies; additionally, he mentioned the new FLU designations they identified with urban transition and an additional mixed use, as well as looking at some of the potential compatibility between uses. He remarked that urban transition was identified to be around urban areas, and that one of the County's current tools was a planned unit development (PUD), opining that it did not get to the level that his organization thought was appropriate for a transition. He clarified that this was a paper designation that they would be considering with a series of standards that the County would have in its toolbox moving forward. He said that a mixed use FLU would start to replace the PUD process and Comp Plan designation, and that instead of having a PUD for those types of uses, it created additional standards, guidelines and opportunities for true mixed use. He then mentioned compatibility standards and looking at information for new buildings and supporting infill. He said that there was a new policy which would support the Florida Wildlife Corridor, and that they would be looking at some transfer of development rights (TDR) options. He commented that there was a similar approach from a conservation standpoint, and that they would be looking at preservation of wetlands, habitats, and ground and surficial waters; furthermore, there was a separate item for moving items which were currently in the conservation element into the new ordinance, which would also be consistent with State law. He mentioned the economic element, and then said that they were looking at updating some of the lists for the State and Federal housing programs, along with looking at some of the flexible design guidelines and site components within the LDR to encourage additional flexibility in the code. He relayed that there was a proposed revision to the affordable housing policy, especially where they were promoting affordable housing near transit and employment centers. He commented that they were also looking at support for accessory dwelling units (ADUs) to help with housing affordability. He said that integrated communities was a new proposed policy which would focus on infill and redevelopment when it was in close proximity to transit and employment centers to create some neighborhood options from a protection standpoint and facilitate, promote and enhance communities in and around those hubs. He stated that transportation would be looking at level of service standards, and he mentioned supporting multimodal transportation systems and increasing mobility in a safe and efficient manner, along with utilizing the Florida Department of Transportation's (FDOT) context classification criteria. He remarked that a new potential policy was for trails and other facilities which could be used for pedestrian bicycles and provide additional connectivity between cities, employment hubs and more urbanized areas. He stated that they would be looking at some potential items for the environmental impacts with wildlife crossings and similar structures, and that they would be helping to facilitate and support those types of efforts. He said that a new objective and policy was safety was for all users and trying to enhance vehicular, pedestrian and bicycle safety throughout the community. He commented that they would continue to facilitate the enhancement of the community's parks, the relationship that the

County had with some of the Cities, and looking at levels of service to ensure that they had enough active and passive parks to meet the population's needs. He mentioned looking at some outdated policies for public facilities, as well as reviewing statutory requirements for septic to sewer conversions; furthermore, much of this language was in collaboration with Florida Department of Environmental Protection (FDEP) staff. He commented that basin management action plans (BMAPs) were another State mandate, and that communities were having to approach this as it related to best management practices (BMPs), nutrient loading and water quality to be consistent with the State statute. He related that there was another form of State statute recommendations for advanced wastewater treatment, and that this was ensuring that the County was consistent with these items. He said that there was a similar approach for the policy for the enhanced nutrient reducing systems, and that there would be revisions in each element except for property rights, which was mandated by the State. He relayed that they would be working closely with the State, and that they would be doing a final round of public engagement and coming back before the Board to continue to work toward an adoption cycle in the current year. He also opined that there were several items identified which were currently in the Comp Plan that would be better served in the zoning code.

Commr. Campione recalled the urban transition and mixed use land uses, and she relayed her understanding that they had enough inventory and did not need to increase their densities. She asked if this would increase their capacity.

Mr. Klepper replied that it could if it was applied in all of those lands, noting that it was an extra tool and could redesignate or be a different tool than the PUD that the County currently had. He elaborated that it provided additional design and development standards up against the cities, and that it was increasing compatibility.

Commr. Campione inquired if this would trade out Urban Low or Urban High.

Mr. Klepper said that it would start to address some challenges with this, noting that not all properties were going to develop; therefore, they could try to right size where they could be looking at additional developments.

Commr. Campione opined that in their situation in Lake County, it seemed that those were the places where Cities annexed and applied their new Comp Plan designations. She was unsure how beneficial it was for the County to be increasing the maximum density on those designations.

Mr. Klepper stated that one of the ideas behind this was to not necessarily push someone to be annexed, and that if they were being more compatible or consistent, then this created an option where they could get sanitary sewer and infrastructure but remain in the county versus someone annexing raw land with the County having no say. He clarified that part of this was a tool to help guide and design, and be an incentive to stay in the County.

Commr. Campione opined that this made sense in certain locations, though she would have to see how it looked on the map.

Commr. Parks inquired if part of this went in parallel with new codes to ensure what they were going to get in those areas. He then commented that there was a threshold which did not get

reviewed and come in front of the Board, and he asked if this was lowering the threshold for a subdivision development.

Mr. Klepper related that it was applying to subdivision and mixed use.

Commr. Parks opined that they ideally wanted more mixed use.

Mr. Klepper clarified that this was a paper designation and that they were not saying that the County had to map these areas, though it would be targeted for these areas. He opined that they needed a better code when it came to this, and said that they would have to update their code regardless.

Commr. Parks asked about a rural boundary as a policy.

Mr. Klepper replied that it was a tool that most communities across the state and country had, and that they could look at the boundary versus the current Comp Plan designations.

Commr. Campione relayed her understanding that the boundaries would follow where the Rural designations were already located, though if the County did not get interlocal agreements or joint planning agreements (JPAs) in place with the Cities, then it would not matter because the Cities could annex over them. She opined that if they were doing all of this at the same time and making progress on the agreements, then this could be the perfect time to show the agreed upon boundaries on their map.

Commr. Smith opined that they needed to ensure that they stuck to their transitional and agriculture zones.

Commr. Parks expressed concerns for transportation level of service, opining that it had caused many issues; therefore, he was glad to see that they were moving to the FDOT context sensitive classifications. He commented that the County had many road projects, and inquired if they could have them as a series of maps, noting that for development review it was sometimes not acknowledged that there was a plan which staff had put forward to improve a corridor. He asked if this could be incorporated so that it would be upfront in the Comp Plan as they were making transportation decisions.

Mr. Klepper did not think that there was any prohibition on this, and he questioned if this could be more burdensome or if they were just discussing certain types of enhancements. He opined that they needed to identify those projects.

Commr. Parks expressed appreciation for the public process and for them making a great effort to involve the younger generation.

Mr. Klepper thanked staff for being forward thinking and proactive.

Commr. Campione stated that she liked the idea of possibly showing the rural boundary lines with the anticipation that the County would get those agreements in place with the Cities.

Commr. Morris said that he liked that they were trying to keep county land in the county with the urban transition portion.

WOLF BRANCH INNOVATION DISTRICT LOGO

Ms. Meg Brew, Director for the Office of Economic Development, explained that the Wolf Branch Innovation District (WBID) was one of four strategic corridors in Lake County that was identified to absorb some of the growth they knew was coming and to serve as an employment

center. She said that the WBID was the result of a long term collaboration between Lake County and the City of Mount Dora, and that when it was completed, it would capitalize on the potential for entrepreneurship, technology, research and innovation while protecting existing natural resources through effective master planning. She relayed that this strategic corridor would provide the opportunity for residents to work and play where they lived with designated commercial and industrial areas planned to drive economic development. She mentioned that the Office of Communications had partnered with the Office of Economic Development, the City of Mount Dora, and the WBID stakeholders to develop the logo which would be presented on the current day, and that the logo would be used throughout the WBID and on marketing materials to attract employers to the location and give the WBID a distinct sense of place.

Mr. Levar Cooper, Director for the Office of Communications, stated that he was presenting the WBID brand design to position this corridor competitively while honoring the character which made Lake County distinctive. He said that he and his team developed this brand with the objectives of economic competitiveness and community support, and that it served the County's economic development objectives for the project, as well as creating a marketable identity that differentiated the WBID from competing corridors. He added that it also served the area residents and stakeholders in the City of Mount Dora and Lake County, along with serving developers and investors who increasingly prioritized environmental, social and governance (ESG) criteria; furthermore, a brand rooted in environmental heritage and community values directly addressed those investment criteria. He said that developers were increasingly choosing locations based on factors of market differentiation, community support and regulatory certainty, and that a strong brand contributed to each of these factors and told the market what this place was for, as well as demonstrating community buy in and helping to define expectations for development. He relayed that Lake County's competitive advantage was their "Real Florida" character, rural heritage, natural amenities and small town quality of life, and that their approach was to extend the existing identities of both entities by creating a brand which reflected the value proposition of both Lake County as "Real Florida, Real Close" and the City of Mount Dora as "Someplace Special." He said that they studied how other strategic corridors branded themselves, and that they asked what made Lake County distinctive, what was already there, and how they could build a brand which authentically underscored who they were and captured their value proposition. He said that the brand centered on a live oak tree which defined the area's landscape and was prominent throughout the county, noting that they were native, resilient and permanent, and that staff believed that strong roots promoted healthy growth. He added that the City of Mount Dora recently adopted the live oak as its official canopy tree, and that the response from the Mount Dora City Council was overwhelmingly positive. He stated that their positioning for this brand was innovation rooted in tradition, opining that this differentiated the WBID from other innovation corridors in Central Florida; additionally, they were offering innovation in a Real Florida setting. He requested approval for the WBID development brand and to authorize staff to develop brand implementation guidelines.

Commr. Sabatini made a motion to approve this item.

Commr. Morris seconded the motion.

Commr. Sabatini asked if the logo was a dark brown, and Mr. Cooper clarified that it was like an olive green and that they could use any color.

Commr. Campione said that she liked the idea of the tree, but opined that it was slightly wobbly at the bottom.

Commr. Smith relayed that they were discussing innovation but had a 50 year old tree. He also opined that this logo was better than the other innovation district logos, though he was unsure if this exemplified what it was trying to do.

Commr. Sabatini indicated that he was agreeable with slightly altering the tree.

Commr. Campione pointed out that it was on the edge of the Wekiva River Protection Area, and that the innovation area would be juxtaposed with the forest and Wekiva area, along with a place with many live oak trees. She said that she liked the tree combined with innovation, but opined that the tree needed to be modified.

Mr. Cooper stated that it was a natural logo and that the county offered natural resources, opining that this stood out in a crowded space where everything looked the same.

Commr. Campione asked if they could still have the City of Mount Dora be agreeable if they modified the logo.

Mr. Cooper confirmed that they would engage those stakeholders, and that staff could modify the bottom of the tree and bring it back to the Board and the City Council.

Commr. Sabatini opined that the curvature of the tree almost gave him the feeling of a foreign tree, and said that he would straighten the tree out slightly.

Commr. Campione remarked that a sign with the logo looked like it had moss on it.

Commr. Sabatini stated that he liked the Spanish moss, and Mr. Cooper relayed that staff would add this.

Commr. Campione clarified that this item was for direction and that there was consensus.

REGULAR AGENDA

TREE PROTECTION ORDINANCE

Mr. Fitzgerald said that this item was to clarify the requirements of tree removal associated with a development project, as well as tree protection. He read the ordinance title block, and he explained that the county currently defined specimen trees as protected trees based on size of a 30 inch caliper, along with age, form, ecological value and rarity. He relayed that they also defined heritage trees with the same criteria, though it would be a 40 inch or greater caliper tree, noting that this also included historical significance; furthermore, the code currently required heritage trees to obtain a variance for removal, and developers should be designing around heritage trees. He mentioned that staff became aware that their code needed to be addressed slightly in regard to heritage trees, and that this ordinance was proposing for the removal of a heritage tree, when associated with a development, to be specifically called out in the ordinance that the Board was potentially approving. He added that they would be removing the reliance upon a conceptual plan incorporated into a zoning ordinance as being an approval to remove a heritage tree, and clarified that this item was just an approval to advertise this ordinance.

Commr. Sabatini relayed that he would likely have some amendments or thoughts at a later time, though he was fine with advertising it.

Commr. Campione indicated that currently for other trees that came in as part of a development plan, they marked the trees and did a tree survey, and then the rule was that they had to plant mitigation trees for the removed trees.

Mr. Fitzgerald said that they had the choice of paying mitigation fees or doing a replacement.

Commr. Campione said that if a project was proposed on a property with many trees and there was a buffer off the right of way, then instead of necessarily having those trees removed or trees along the perimeter, they could possibly use that as an opportunity to leave established trees in place. She opined that they currently took everything out and replanted. She opined that it was important to have new trees planted, though this was something that could be done better. She asked if there was any interest in staff reviewing what an ordinance like this could look like.

Commr. Sabatini and Commr. Parks expressed support for this.

Commr. Smith opined that they had to be careful to not restrict removal of invasive trees.

Commr. Campione then opined that the County's front buffer off right of ways was too narrow, and that they should not wait until an LDR rewrite to address this.

Commr. Smith suggested to agendize this.

Mr. Fitzgerald clarified that staff was working on an ordinance.

Ms. Marsh added that staff would be bringing this back on April 10, 2026, along with Commissioner Smith's request for 65 foot minimum lot widths.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved to advertise an Ordinance amending Section 9.02.00, Lake County Code, Land Development Regulations, entitled Tree Protection.

ORDINANCE REGARDING LAKE COUNTY AFFORDABLE HOUSING ASSISTANCE TRUST FUND AND LIVE LOCAL ACT REQUIREMENTS

Ms. Maria AbdoulKarim, Director for the Office of Housing and Community Services, said that this item was a requested action for approval to advertise a public hearing for a proposed ordinance amending Sections 11-33 and 11-40 of the Lake County Code to align with updates to Chapter 420, Part VII, Florida Statutes, and Section 125.01055, Florida Statutes, as amended by Senate Bill 1730 (2025). She commented that the sections included the Local Housing Assistance Trust Fund and the affordable housing covenants and guarantees, and that the highlighted changes included for the Local Housing Assistance Trust Fund updated the eligible uses of funds, along with authorization for certain rent subsidies using State Housing Initiatives Partnership (SHIP) Local Housing Assistance Trust Fund dollars. She specified that this funding was awarded annually to the County and that this was consistent with the limits set in the County's Local Housing Assistance Plan (LHAP). She also relayed that the changes reflected statutory changes to the Live Local Act, ensuring compliance with updated State requirements related to affordable housing covenants and guarantees.

On a motion by Commr. Morris, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved to advertise an Ordinance amending the Lake County Affordable Housing Assistance Trust Fund and Live Local Act requirements pursuant to Senate Bill 1730 (2025).

FIVE-YEAR DESTINATION STRATEGIC PLAN

Mr. Ryan Ritchie, Director for the Office of Tourism, recalled that in April 2023 his office received Board approval to develop a five-year destination strategic plan, noting that they had a formal request for proposal (RFP) process and that Downs and St. Germain Research was awarded the contract in December 2023 after a competitive review. He remarked that there was comprehensive stakeholder engagement which launched in January 2024 with extensive outreach including focus groups and one-on-one meetings with County Commissioners, Tourist Development Council (TDC) members, hospitality and attraction leaders, sports organizers, municipalities and marketing partners. He indicated that they looked at Smith Travel Research (STR) reports, Tourist Development Tax (TDT) collection data, marketing documents, accommodation stakeholder outreach, a community sentiment survey, and a market perception study to ensure a thorough understanding of Lake County's tourism landscape. He mentioned that there had been some review with the TDC and that on October 6, 2025, the TDC unanimously approved recommending the final five-year destination strategic plan to the BCC.

Mr. Joseph St. Germain, President for Downs and St. Germain Research, listed the following five strategic goals: continuing to expand the sports market; developing a robust partnership program; further aligning with the community at large; continuing with the current brand and marketing program and having a focus on the off-peak shoulder season; and updates to the event sponsorship program and capital project funding program. He mentioned that for sports, the county had much infrastructure and facilities, and that there may be some future capital improvements to make the facilities even better. He mentioned developing some onsite accommodations next to those facilities and investing in tried and true sports such as softball, volleyball, basketball, endurance sports, fishing and golf. He said that developing a robust partnership program included talking with stakeholders, as well as County offices working together in many places; furthermore, the Office of Tourism could be the connector and inform municipalities and stakeholders about events, as well as align stakeholders to work toward common goals and result in better return on investment (ROI) for businesses and a better visitor experience. He commented that for outreach to the community, 64 percent of residents had a positive perception of tourism versus nine percent being negative, though there was not much knowledge regarding how tourism was a great economic impact; therefore, communicating this to residents was important. He stated that for continuing with the current branding with a focus on the off peak season, their current brand pillars included outdoor adventure, water adventure, small town charm, and food and drink. He elaborated that the feedback they heard was to continue with this but also integrate the themes of relaxing/active lifestyles which connected to sports tourism, along with other niches such as sports and agritourism to expand the current brand. He related that the event sponsorship program and capital project funding program were both requested to be

modified. He specified that this was to focus on events with greater ROI and heads in beds, as well as giving extra credit to events which had people visiting multiple areas of the county and which occurred in the off peak season. He remarked that the capital project funding program was currently viewed as ineffective with a lack of organization and clear standards; however, some small changes could make it more effective, with the goals including ensuring that it aligned with Florida Statutes for how TDT could be used for capital improvements, and also taking an onus off the staff recommendations. He clarified that staff would still be involved and vet it, though the TDC would ultimately evaluate these projects. He said that they wanted individuals to have done research or feasibility studies, along with having sports partnerships in place, so that there would be a plan before the County invested in those places.

Commr. Parks asked about some of their niche areas for the 2028 Olympics and beyond.

Mr. Ritchie replied that staff had conversations with national governing bodies on how they could get some events or relocate them to Lake County, and he mentioned rowing and track and field.

Commr. Morris relayed his understanding that they were tight on rooms, and that event participants were often staying elsewhere.

Mr. Ritchie commented that in most destinations they looked at this leakage rate, and that they sometimes said that about 20 percent were leaking from Lake County into other counties. He mentioned that this was something that each destination dealt with.

Commr. Morris indicated his understanding that it was not that Lake County did not have the rooms, but individuals were staying elsewhere.

Mr. Ritchie confirmed this.

Commr. Campione relayed her understanding that one was staying somewhere else because they could not find a room there.

Mr. Ritchie clarified that this was during Leesburg Bikefest.

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Five-Year Destination Strategic Plan.

APPOINTMENTS TO THE LIBRARY ADVISORY BOARD

Commr. Sabatini asked about the applicants' positions and goals on their duties, and if they understood their job.

Commr. Morris replied that they were trying to keep $5 million per year so that they could help with the library system, and that they met to distribute the impact fee credits.

Commr. Campione added that it was heavily driven by staff recommendations.

On a motion by Commr. Morris, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved to appoint the following members to the Lake County Library Advisory Board: Ms. Betsy Dokken as the primary member representing the City of Eustis (reappointment), with a term expiring on February 28, 2030; Ms. Beth Sharpe as the primary member representing the City of Mount Dora to fill an unexpired term ending February 28, 2028; and Ms. Marcia Ford as the alternate member representing the City of Mount Dora to fill an unexpired term ending February 28, 2028.

APPOINTMENT TO THE BOARD OF BUILDING EXAMINERS

Commr. Parks made a motion to appoint Mr. Randy Bumbalough to the Board of Building Examiners to fill the position of Architect.

Commr. Sabatini opined these positions were important and that it was almost the equivalent of putting a judge on the bench. He indicated interest in postponing this item until the applicant was present, noting that he wanted to speak with the applicant in front of the Board about what his role would be. He relayed that he wanted to put people on this board who were mediation and settlement focused, and opined that this was not like the other boards.

Commr. Parks withdrew his motion.

Commr. Campione asked if it would be fine to ask the applicant to attend and interview them.

Commr. Morris opined that Commissioner Sabatini could possibly call the applicant and ask questions.

Commr. Sabatini opined that it was a good trend when it was a quasi-judicial board, and stated that he wanted to emphasize the importance of the position by having the applicant come before the BCC so that they understood what they were being trusted with.

Commr. Campione opined that Commissioner Sabatini could reach out to the applicant and ask if he minded attending the next BCC meeting.

On a motion by Commr. Parks, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board tabled this item.

ADJOURNMENT FOR MT. PLYMOUTH-SORRENTO CRA MEETING

The Chairman adjourned the BCC meeting at 12:02 p.m. to open the Mt. Plymouth-Sorrento Community Redevelopment Agency (CRA) Board meeting. The BCC meeting was then reopened at 12:08 p.m.

COMMISSIONERS REPORTS

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

ALUM TREATMENT DEMONSTRATION

Commr. Campione said that the alum treatment demonstration at Lake Yale on the previous day was great, and that there was an opportunity between the current time and the end of March 2026 for Commissioners who would like to visit, noting that they could have staff arrange this. She added that they were creating a video which went into the science involved with this and how it worked, and she urged the Board to watch it.

COMMISSIONER SMITH – DISTRICT 3

THANKING STAFF

Commr. Smith thanked staff for the recent workshop, opining that it was good.

COMMISSIONER MORRIS – DISTRICT 5

TOWN OF LADY LAKE CHILDREN'S LIBRARY

Commr. Morris commented that they had a great grand opening of the Children's Library at the Town of Lady Lake on the previous day, noting that the Town was appreciative of the County and their partnership.

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

100TH BIRTHDAY OF CLERMONT VFW POST 5277

Commr. Parks congratulated the Clermont Veterans of Foreign Wars (VFW) Post 5277, noting that they were celebrating their 100th birthday. He added that he attended the event and that it was great.

THANKING STAFF

Commr. Parks thanked staff for the workshop in the previous week.

COMMISSIONER SMITH – DISTRICT 3

NATIONAL TORTILLA DAY

Commr. Smith relayed that it was National Tortilla Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 12:11 p.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/27/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42692
David Kilbury, Public Safety Director
BY: Susan Archer, Office Associate IV
SUBJECT: National Public Safety Telecommunicators Week Proclamation

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval and presentation of a Proclamation designating April 12-18, 2026, as National Public Safety Telecommunicators Week.

BACKGROUND SUMMARY: The Association of Public-Safety Communications Officials (APCO) and the National Emergency Number Association (NENA) designate the second week of April as a time to honor public safety telecommunicators and recognize their vital role in protecting life and property. This observance qualifies as a nationally recognized week under Policy LCC-96. Lake County Fire Rescue Emergency Dispatch, an internationally accredited agency for both medical and fire dispatching, processed 122,303 emergency and non-emergency calls in 2025, an average of 335 calls every 24 hours. These calls for service resulted in the dispatch of 72,259 incidents county-wide, including all fourteen (14) municipalities supported by eight fire agencies across Lake County.

Policy LCC-96, entitled Provisions for Proclamations and Letters of Recognition, states that the Board of County Commissioners may issue proclamations that recognize:

- National and state recognized "months, days and weeks" that will be accepted by community members, such as “Countywide United Way Month,” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the County.

Fiscal Impact: None

Account No.:

Advertised Date:
Paper:
Attachments:

1.	LCC-96
2.	2026 Public Safety Telecommunicators Proclamation

STAFF APPROVALS AND DATES:

Susan Archer	Created/Initiated - 02/27/2026
Kimberly Stephens	Approved - 03/11/2026
David Kilbury	Approved - 03/11/2026
Thomas Carpenter	Approved - 03/11/2026
Melanie Marsh	Approved - 03/13/2026
Jennifer Barker	Approved - 03/13/2026
Marisol Saldana	Final Approval - 03/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION

2026-18

WHEREAS, 911 was designated by Congress as the national emergency call number under the Wireless Communications and Public Safety Act of 1999; and

WHEREAS, the 911 Public Safety Telecommunicator plays a critical role in emergency response as the first line of communication for persons needing law enforcement, fire, or medical response and are, very often, the first public safety employees handling the emergency; and

WHEREAS, the 911 Public Safety Telecommunicator requires specialized training and skills to gather vital information and make split-second decisions to form the foundation of an effective emergency response, prevent the worsening of a situation, provide situational awareness to first responders, and/or provide lifesaving directions; and

WHEREAS, County Fire Rescue Emergency Dispatch handled approximately 122,303 emergency and non-emergency related calls and dispatched 72,259 incidents in 2025.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Lake County, Florida that:

Section 1. The week of April 12-18, 2026, shall be known, designated, and set aside as "National Public Safety Telecommunicators Week" in Lake County and recognizes the men and women telecommunicators as being more than clerical employees as they serve in their critical role as "First Responders" and proclaim them as the "First, First Responders."

Section 2. A copy of the Proclamation shall be spread upon the minutes of this meeting.

Section 3. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida, in regular session this 14th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE-CHAIR

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

_____
GARY J. COONEY, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/31/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42812

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-3):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Estates at Cherry Lake Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.
3. Notice is hereby provided of having received the Greater Lakes/Sawgrass Bay Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 03/31/2026
Marisol Saldana	Final Approval - 03/31/2026

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/18/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42827
BY: Andrea Kennard, Commissioners Aide
SUBJECT: Devarjaye "DJ" Daniel Day Proclamation

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval and adoption of Devarjaye "DJ" Daniel Day proclamation, per Commissioner Parks.

BACKGROUND SUMMARY: Request from Shannon Cook to have a proclamation approved to honor Devarjaye "DJ" Daniel, who will be the honorary guest for the Back the Blue & Red Walk in Tavares on May 9, 2026. In a special ceremony, DJ will be sworn in by several local law enforcement agencies and appointed as an honorary firefighter with several battalions.

Policy LCC-96, entitled *Provisions for Proclamations and Letters of Recognition,* states that the Board of County Commissioners may issue proclamations that recognize:

- National and state-recognized months, weeks, and days that will be accepted by community members, such as “Countywide United Way Month” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the county.

The Back the Blue & Red Walk, combined with inducting DJ Daniel into local law enforcement agencies and fire battalions, can serve as a powerful boost to community morale and unity. Events like this bring residents, first responders, and local leaders together in a shared show of support and appreciation, strengthening trust and relationships. Honoring DJ Daniel in such a meaningful way adds a personal and inspirational element, reminding the community of resilience, service, and the importance of lifting one another up. Altogether, it fosters pride, connection, and a renewed sense of togetherness across the community.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	LCC-96
2.	DJ DANIEL DAY PROCLAMATION_4.14.26

STAFF APPROVALS AND DATES:

Andrea Kennard	Created/Initiated - 03/18/2026
Misty Spahn	Approved - 03/27/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione
Chairman, Board of County Commissioners
Lake County

DEVARJAYE “DJ” DANIEL DAY
PROCLAMATION 2026 - 28

WHEREAS, Devarjaye “DJ” Daniel, a remarkable 14-year-old young man from Texas, was diagnosed with terminal brain cancer at the age of six and was given only five months to live; and

WHEREAS, in the face of overwhelming adversity, DJ has demonstrated extraordinary courage, resilience, and determination, having undergone 13 brain surgeries while continuing to inspire those around him; and

WHEREAS, in 2025, DJ was sworn in as an honorary United States Secret Service agent during President Donald J. Trump’s State of the Union Address, a distinguished recognition of his strength and spirit; and

WHEREAS, since that time, DJ has been sworn in by more than 1,400 law enforcement agencies across the United States, symbolizing the deep bond between first responders and the communities they proudly serve; and

WHEREAS, DJ’s journey has become a powerful testament to perseverance, hope, and the impact one individual can have in uniting people across the nation; and

WHEREAS, on May 9, 2026, DJ will be the honored guest at the Back the Blue and Red Walk in Tavares, where law enforcement agencies from across Lake County and Central Florida will gather to participate in a special ceremony to swear him in with local departments; and

WHEREAS, during this event, DJ will also be appointed an honorary firefighter with several battalions, further recognizing his unwavering spirit and connection to first responders; and

WHEREAS, the people of Lake County wish to celebrate DJ’s courage and recognize the compassion and unity of our law enforcement officers, firefighters, and first responders.

NOW, THEREFORE, **BE IT PROCLAIMED** that the Lake County Board of County Commissioners hereby declares:

Section 1. May 9, 2026, as **“DEVARJAYE ‘DJ’ DANIEL DAY”** in Lake County, Florida, and encourages all residents to join in honoring DJ’s inspiring journey, celebrating his courage, and recognizing the dedication of our first responder community. This proclamation will be presented to DJ at the “Back the Blue & Red” walk on May 9, 2026 in Tavares, FL.

Section 2. A copy of this Proclamation shall be spread upon the minutes of this meeting.

Section 3. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida in regular session this 14th day of April 2026.

BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, FL

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE CHAIR

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

_____
GARY J. COONEY, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, FL

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/20/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42806
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Interlocal Agreement with the Lake County Tax Collector regarding Commercial Lease Space

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of an Interlocal Agreement with the Lake County Tax Collector regarding Commercial Lease Space and funding.

The estimated fiscal impact is $187,285.25 (expenditure) for Fiscal Year 2026 and $606,277.73 (expenditure) for Fiscal Year 2027.

BACKGROUND SUMMARY: Section 197.332(2), authorizes a tax collector to acquire real property by title or lease agreement and the Lake County Tax Collector (Tax Collector) has entered into the following Lease Agreements for commercial office space for various locations to serve the citizens of Lake County:

1. Lease Agreement with John R. Prickett, Jr., located at 1720 North Citrus Boulevard, Leesburg, Florida 34748, which contains approximately 8,500 sq ft. Currently, $13,500 per month ($19.06 per sq. ft) plus real estate taxes, which were $23,343.05 for 2025.
2. Lease Agreement with John R. Oldham d/b/a Oldham Properties, located at 325 North Barrow Avenue, Tavares, Florida 32778, which contains approximately 3,767 sq ft. Currently, $5,018.97 per month ($15.99 per sq. ft) plus real estate taxes, which were $11.290.08 for 2025.
3. Lease Agreement with Thomas & Joanna Scott, located at 322 North Disston Avenue, Tavares, Florida 32778, which contains approximately 1,627 sq ft. Currently, $2,300 per month ($16.96 per sq. ft) and will increase to $2,400 on July 1, 2026 ($17.70 per sq. ft).
4. Lease Agreement with Jawad Leesburg, LLC, located at 25321 US Highway 27, Suites 107/108/109, Leesburg, Florida 34748, which contains approximately 4,970 sq ft. Currently, $8,531.83 per month ($20.00 per sq. ft).
5. Lease Agreement with Southridge Shoppes (US), Inc., located at 4113/4117/4121 County Road 561, Tavares, Florida 32778, which contains approximately 4,500 sq ft. Currently, $6,000 per month rent ($16.00 per sq. ft) and will increase to May 1, 2026, to $6,150 per month rent ($16.40 per sq. ft) plus an estimated $1,856.25 per month for Common Area Maintenance (CAM).

Lake County (County) is currently paying the monthly rate for leases #1 through #3 above. Effective May 1, 2026, the Tax Collector is requesting the County to assume the

monthly payments for the additional leases identified in #4 and #5. In addition, effective October 1, 2026, the Tax Collector requests that the County pay for all pest control (estimated at $2,160 annually) and janitorial services (estimated at $120,000 annually) for all five leases. The Tax Collector has another lease located in the Four Corners area located at 1714 US Highway 27, Store No. 22-23, in Clermont; however, the Tax Collector will remain responsible for that location.

The Tax Collector will be responsible for all other costs associated with operating the Leased Premises, including routine maintenance, and any utility payments to include internet/fiber, garbage, electricity and water and sewer.

The attached Interlocal Agreement addresses each party's responsibilities related to the Lease Agreements.

Fiscal Impact: The estimated fiscal impact is $187,285.25 for Fiscal Year 2026 and $606,277.73 for Fiscal Year 2027 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund	0010	7072100	830440		$187,285.25
General Fund	0010	7072100	830440		$606,277.73

Advertised Date: Paper:

Attachments:

1.	Agreement btwn LC & Tax Collector re Lease Space_03-19-2026.partially executed.redacted
2.	Cost Estimates-03-23-2026

STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 03/20/2026
Grace Burgos	Approved - 03/25/2026
Louis DeLeon	Approved - 03/26/2026
Angela Harrold	Approved - 03/27/2026
Ron Falanga	Approved - 03/27/2026
Kandace Pourbaix	Approved - 03/30/2026
Miranda Lanoue	Approved - 03/30/2026
Jaime Stewart	Approved - 03/30/2026
Michelle Wilkinson	Approved - 03/30/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY AND
THE LAKE COUNTY TAX COLLECTOR
REGARDING COMMERCIAL LEASE SPACE

This INTERLOCAL AGREEMENT ("Agreement") is by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and David W. Jordan, as Tax Collector of Lake County, a Constitutional Officer of the State of Florida ("Tax Collector"), collectively "the Parties".

WITNESSETH:

WHEREAS, Chapter 197, Florida Statutes, Subsection 197.332(2), authorizes a County tax collector to acquire real property by title or lease agreement;

WHEREAS, the Tax Collector has entered into several Lease Agreements ("Lease Agreements") for commercial office space for various locations to serve the citizens of Lake County; and

WHEREAS, the Parties desire to enter into an interlocal agreement regarding funding and responsibilities related to the Lease Agreements.

NOW THEREFORE, for and in consideration of the mutual understandings, conditions, payments, and covenants provided for herein, the parties agree as follows:

Section 1. Legislative Findings of Fact. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. Leased Premises. The Tax Collector has entered into the following Lease Agreements, which includes any modification and/or renewals, and are attached as **Composite Exhibit A** and incorporated herein ("Leased Premises"):

A. Lease Agreement with John R. Prickett, Jr., for the premises located at 1720 North Citrus Boulevard, Leesburg, Florida 34748.

B. Lease Agreement with John R. Oldham d/b/a Oldham Properties located at 325 North Barrow Avenue, Tavares, Florida 32778.

C. Lease Agreement with Thomas & Joanna Scott, 322 North Disston Avenue, Tavares, Florida 32778.

D. Lease Agreement with Jawad Leesburg, LLC, for the premises located at 25321 US Highway 27, Suites 107/108/109, Leesburg, Florida 34748.

E. Lease Agreement with Southridge Shoppes (US), Inc., for the premises located at 4113/4117/4121 County Road 561, Tavares, Florida 32778.

Section 3. Responsibilities. The Parties agree to the following:

A. Beginning May 1, 2026, the County shall pay the monthly lease payments, real estate taxes, and Common Area Maintenance (CAM) fees associated with the Leased Premises listed in Section 2 above. The County shall continue paying for these items with any renewals, extensions or modifications to the Lease Agreements.

B. Beginning October 1, 2026, the County shall assume responsibility for pest control and janitorial services for the Leased Premises.

C. The Tax Collector will be responsible for all other costs associated with operating the Leased Premises, including routine maintenance, and any utility payments to include internet/fiber, garbage, electricity and water and sewer.

D. The Tax Collector currently obtains premise liability insurance through the County's self-insurance coverage and will continue to do so for the Lease Premises; however, should the Tax Collector opt to not participate in the County's self-insurance coverage, the Tax Collector would be responsible to procure its own premise liability insurance.

Section 4. Term and Termination. This Agreement shall become effective on the last date of execution of this Agreement by the parties ("Effective Date") and shall remain in full force and effect during the term of the Lease Agreements, including any renewals and extensions, and until termination of the Lease Agreements, or if terminated by either party by providing a ninety (90) day written termination notice to the other party.

Section 5. Notices. All notices, demands, or other writings required to be given, made or sent in this Agreement, or which may be given, made or sent, by either party to the other, shall be deemed as fully given, made or sent when in writing or email. The effective date of such notices shall be the date sent, personally delivered, or if sent by certified mail, the date on which the notice was signed for, or if sent by overnight letter delivery company, the date on which the notice was delivered by the overnight letter delivery company. All notices shall be provided to the Parties at the following addresses:

COUNTY

Lake County
Attention: County Manager
P.O. Box 7800
Tavares, FL 32778

With a copy to:
Lake County
Attention: County Attorney
P.O. Box 7800
Tavares, FL 32778

TAX COLLECTOR

Lake County Tax Collectors Office
Attention: David W. Jordan
325 N. Barrow Avenue
Tavares, FL 32778

Section 6. General Provisions.

A. **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

B. **Counterparts**. This agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute one and the same Agreement.

C. **Entire Agreement**. This Agreement embodies the entire agreement between the parties on the subjects addressed herein. This Agreement may not be modified or terminated except as provided herein.

D. **Modifications**. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

E. **Assignment**. This Agreement shall not be assigned except with written consent of all parties. Nothing herein is intended or shall be construed as any transfer or contracting away of any powers or functions of one party to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and David W. Jordan, in his capacity as the Lake County Tax Collector.

TAX COLLECTOR

David W. Jordan

David W. Jordan, Tax Collector

This 30th day of March, 2026.

Approved as to form and legality:

Mark Brionez
General Counsel to Tax Collector

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida

_____
Leslie Campione, Chairman

This ___ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

COMPOSITE EXHIBIT A

LEASE AGREEMENT BETWEEN
DAVID W. JORDAN, LAKE COUNTY TAX COLLECTOR, FLORIDA
AND
JAWAD LEESBURG, LLC
FOR COMMERCIAL LEASE SPACE

This is a Lease Agreement between DAVID W. JORDAN, in his capacity as The Lake County Tax Collector, hereafter referred to as TAX COLLECTOR, and JAWAD LEESBURG, LLC, their successors and assigns, hereinafter referred to as "LANDLORD".

WITNESSETH:

WHEREAS, Chapter 197, Florida Statutes, Subsection 197.332 (2), authorizes a county tax collector to acquire real property by title or lease agreement; and

WHEREAS, TAX COLLECTOR desires to lease the said commercial office space from LANDLORD, and LANDLORD desires to lease the said space to TAX COLLECTOR.

NOW, THEREFORE, IN CONSIDERATION of the promises, payments, and mutual covenants hereinafter contained, the parties do agree as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board and are ratified and confirmed as being true and correct and are hereby made a specific part of this Lease Agreement upon adoption hereof.

Section 2. Leased Premises.

A. LANDLORD, for and in consideration of the terms and conditions herein contained to be kept, performed, and observed by TAX COLLECTOR, and for and in consideration of the rent provided for in Section 4 does lease to TAX COLLECTOR, and TAX COLLECTOR does rent and accept from LANDLORD real property located at Plantation Center ("Center"), 25321 US Highway 27, Suites 107, 108, and 109, Leesburg, Florida 34748 (a/k/a a portion of Alternate Key 3809702), consisting of 4,970 square feet, hereinafter the "Leased Premises".

B. In addition to the Leased Premises, LANDLORD shall allow TAX COLLECTOR the right, access, and use of the parking lot areas and the rear access of the Leased Premises.

Section 3. Lease Term.

This Lease shall be effective upon the date of its execution by both parties ("Effective Date"), but the initial lease term shall commence on October 1, 2025, and shall continue for a period of five (5) years ("Initial Term"). However, the LANDLORD has agreed to allow the TAX COLLECTOR early access in order to construct the necessary improvements to make the Leased Premises usable upon execution of this Lease Agreement at no additional charge.

Section 4. Rent.

A. TAX COLLECTOR agrees to pay to LANDLORD, beginning October 1, 2025, as rent for the Leased Premises during the Initial Term provided in Section 3, with a 3% CPI adjustment each subsequent year, as reflected below, as follows (hereinafter the "Base Rent"):

a) 1st Year the sum of $8,283.33 per month.

b) 2nd Year the sum of $8,531.83 per month.

c) 3rd Year the sum of $8,787.78 per month.

d) 4th Year the sum of $9,051.41 per month.

e) 5th Year the sum of $9,322.95 per month.

B. TAX COLLECTOR shall not be responsible for paying to LANDLORD, as additional rent, any insurance, and/or real estate taxes for the Leased Premises.

C. The monthly rental sum shall be payable in advance no later than the tenth (10th) day of each month. Failure to pay rent when due constitutes default under the terms of this Lease Agreement. Rental payments shall be made to: LANDLORD, at 7630 Blue Quail Lane, Orlando, FL 32835 or such other place as designated by LANDLORD in writing.

D. As an inducement for TAX COLLECTOR to enter into this Lease Agreement, LANDLORD has agreed to pay TAX COLLECTOR a one-time tenant allowance of $52,000.00 in consideration of any expenses the TAX COLLECTOR may incur for construction improvements. TAX COLLECTOR shall promptly pay for all materials supplied and work done in respect of the Leased Premises so as to ensure that no lien is recorded against any portion of the Leased Premises or Shopping Center or against LANDLORD's or TAX COLLECTOR's interest therein. If a lien is so recorded, TAX COLLECTOR shall discharge it promptly by payment or bonding. LANDLORD agrees to submit payment payable to TAX COLLECTOR within thirty (30) days of TAX COLLECTOR receiving certificate of occupancy or certificate of completion (CO).

Section 5. Option to Renew. TAX COLLECTOR may, if not in default under the terms and provisions of this Lease Agreement, renew this Lease Agreement for one (1) five (5) year renewal terms with a 3% CPI adjustment each subsequent year, as reflected below. Should TAX COLLECTOR exercise its option to renew, the TAX COLLECTOR agrees to pay LANDLORD as Base Rent as follows:

First Renewal period:

a) 1st Year the sum of $9602.64 per month.

b) 2nd Year the sum of $9890.72 per month.

c) 3rd Year the sum of $10,187.44 per month.

d) 4th Year the sum of $10,493.06 per month.

e) 5th Year the sum of $10,807.85 per month.

The TAX COLLECTOR shall provide the LANDLORD at least one-hundred and twenty (120) days' notice prior to the expiration of the Lease Term, or any renewal thereof, that the TAX COLLECTOR intends to renew the Lease.

Section 7. Landlord Modifications—There are no existing modifications. The Leased Premises are in Grey Shell condition and must be modified by the TAX COLLECTOR to conduct official office business.

Section 8. Warranty of Title, Warranty of Habitability, and Covenant of Quiet Enjoyment.

A. LANDLORD hereby warrants and covenants that it owns the Leased Premises in fee simple.

B. LANDLORD represents and warrants that the Leased Premises is habitable and to best of LANDLORD'S knowledge, fit for use by the TAX COLLECTOR. Except for those warranties contained herein, LANDLORD makes no representations or warranties regarding the condition of the Leased Premises, including the environmental condition of the Leased Premises and the air quality of the Leased Premises (i.e., mold, etc.). Notwithstanding anything else contained in the Lease, should LANDLORD breach or violate any of the warranties contained herein, and should LANDLORD fail to cure such default in the time required herein or fail to make any repair necessary to cure such default the TAX COLLECTOR'S sole and exclusive remedy shall be to terminate this Lease.

C. LANDLORD hereby warrants and covenants that TAX COLLECTOR, upon the payment of the rent and performance of all terms and conditions of this Lease Agreement, shall have peaceful and quiet enjoyment and possession of the Leased Premise, subject to the terms of this Lease Agreement. In accordance with Section 286.23, Florida Statutes, the LANDLORD shall make a public disclosure as shown in **EXHIBIT A**, attached hereto and incorporated herein, in writing, to the TAX COLLECTOR, under oath and subject to the penalties prescribed for perjury, stating the names and addresses of every person having a beneficial interest in the Leased Premises, however small or minimal, unless otherwise exempted by statute.

Section 9. Responsibilities of Parties:

A. Except as provided below, TAX COLLECTOR shall be responsible for arranging and paying for all utility and janitorial services required on the Leased Premises including routine upkeep of the interior of the Leased Premises, including the replacement of light bulbs, installation of telephone and computer data lines.

B. LANDLORD shall maintain, replace and repair, as necessary, the Leased Premises, including but not limited to, the exterior and roof of the structure located on the Leased Premises, the

exterior illumination, and parking area.

C. TAX COLLECTOR shall be responsible for all routine maintenance on the HVAC system, including but not limited to air filter replacement, and shall have the system professionally serviced on an annual basis at TAX COLLECTOR'S cost.

Section 10. Alterations:

A. TAX COLLECTOR intends to construct initial improvements to the Leased Premises for TAX COLLECTOR's use and shall coordinate with the LANDLORD on approvals. LANDLORD agrees to work with the TAX COLLECTOR to assist, where necessary, with any necessary permits required for the improvements.

B. Other than the improvements noted in Section A above, TAX COLLECTOR shall make no other alterations to the building(s) on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of LANDLORD. All alterations, changes and improvements, built, constructed, or placed on the Leased Premises by TAX COLLECTOR, with the exception of fixtures removable without damage to the Leased Premises and moveable personal property, shall, unless otherwise provided by written agreement between LANDLORD and TAX COLLECTOR, be the property of LANDLORD and remain on the Leased Premises at the expiration of this Lease Agreement.

B. TAX COLLECTOR may install, at TAX COLLECTOR'S sole expense, a security system, telephone and/or cabling/data lines.

C. At the termination of lease, the TAX COLLECTOR shall return the Leased Premises to the LANDLORD in as good condition as when the Leased Premises were delivered to the TAX COLLECTOR, reasonable wear from normal usage excepted.

Section 11. Destruction of Premises. In the event the Leased Premises are partially or totally destroyed or so damaged or injured by fire or other casualty that the premises shall be rendered untenantable during the term of this Lease Agreement, then TAX COLLECTOR may cancel this Lease Agreement. The cancellation herein mentioned shall be evidenced in writing. Additionally, in the event of such damage or destruction, the rent under this Lease Agreement shall be abated for the time during which the Leased Premises may not be used by TAX COLLECTOR. TAX COLLECTOR shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the premises were unusable by reason of said destruction or damage.

Section 12. Assignment and Subletting. Without the prior written consent of LANDLORD, TAX COLLECTOR may not assign this Lease Agreement, or sublet or grant any concession or license to use the Leased Premises or any part thereof.

Section 13. Sale or Transfer of Leased Premises. Any sale, transfer, or devise of the Leased

Premises by LANDLORD, its assigns or successors, shall be made subject to this Lease Agreement.

Section 14. Default by TAX COLLECTOR. If TAX COLLECTOR shall default in the performance of any covenant of this Lease Agreement on its part to be performed, and should such default continue for a period of thirty (30) days after LANDLORD shall have given TAX COLLECTOR written notice of the existence of such default, LANDLORD may terminate this Lease Agreement unless TAX COLLECTOR has commenced such action as may be necessary to cure such default and proceed with such action in a prompt and expeditious manner within thirty (30) days after receiving written notice of such default.

Section 15. Default by LANDLORD. If LANDLORD fails to fulfill any of the terms, covenants, or conditions specified to be done by LANDLORD under the terms of this Lease Agreement, then, except in cases otherwise provided for in this Lease Agreement, and in addition to any other rights and remedies which may be available to TAX COLLECTOR, TAX COLLECTOR may terminate the Lease Agreement or make, do or cause to be done such things as are necessary to cure LANDLORD's default and of TAX COLLECTOR's intention to cure LANDLORD's default. TAX COLLECTOR may deduct such expenses from the monthly rental payment. LANDLORD shall be given thirty (30) days in which to cure any defaults.

Section 16. Waiver of Default. A waiver by LANDLORD or TAX COLLECTOR of a breach of any covenant or duty of LANDLORD or TAX COLLECTOR under this Lease Agreement is not a waiver of a breach of any other covenant or duty of LANDLORD or TAX COLLECTOR, or of any subsequent breach the same covenant or duty.

Section 17. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Lease Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows:

TAX COLLECTOR	**LANDLORD**
DAVID W. JORDAN, LAKE COUNTY TAX COLLECTOR Lake TAX COLLECTOR Post Office Box 327 Tavares, Florida 32778	Jawad Leesburg, LLC 7630 Blue Qual Lane Orlando, Florida 32835

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 18. Entry for Inspection and Repairs. LANDLORD shall have the right to enter the Leased Premises for inspection at all reasonable business hours, and whenever reasonably necessary to make repairs and alterations to the Leased Premises.

Section 19. Waste, Nuisance or Unlawful Use. TAX COLLECTOR agrees that it will not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

Section 20. Insurance.

A. TAX COLLECTOR shall provide, pay for, and maintain in force at all times during the term of this Lease, and/or by the contractor during early access as described in **Section 3,** $1,000,000 liability insurance adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the Leased Premises and equipment thereon at a minimum of $1,000,000 combined single limit. It is agreed that TAX COLLECTOR has the right to self-insurance any of the required insurance coverage. At LANDLORD's request, TAX COLLECTOR will provide a certificate of insurance showing that such insurance is in full force and effect during the time of the lease.

B. LANDLORD shall provide, pay for, and maintain in force at all times during the term of this Lease, insurance to cover the building at a minimum of full insurable value.

Section 21. Signs. LANDLORD hereby grants that the TAX COLLECTOR shall be able to erect or display upon the Leased Premises any sign, billboard, or other advertising devise of any kind or description whatsoever, provided it is in compliance with legal codes. In the event this Lease Agreement is terminated or canceled, TAX COLLECTOR agrees to remove its signs within twenty (20) days, and to repair any damages to the building that such removal may have caused.

Section 22. Use of Premises. The Leased Premises may be used by TAX COLLECTOR for any lawful purposes whatsoever.

Section 23. Delivery of Possession. If LANDLORD, for any reason whatsoever, cannot deliver possession of the Leased Premises to TAX COLLECTOR at the commencement of the lease term, as specified herein, this Lease Agreement, at TAX COLLECTOR's option, shall be null.

Section 24. Entire and Binding Agreement. This Lease Agreement contains all the agreements between the parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon TAX COLLECTOR and LANDLORD and their respective successors

and assigns, except as may be otherwise expressly provided in this Lease Agreement.

Section 25. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 27. No Recording. Neither LANDLORD nor TAX COLLECTOR shall record this Lease Agreement in the public records.

Section 28. Public Records. If LANDLORD is found to be a contractor pursuant to Section 119.0701, Florida Statutes, LANDLORD shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records required by the TAX COLLECTOR to perform the services identified herein.

B. Upon request from the TAX COLLECTOR'S custodian of public records, provide the TAX COLLECTOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Lease if LANDLORD does not transfer the records to the public agency.

D. Upon completion of this Lease, transfer, at no cost, to the TAX COLLECTOR all public records in possession of the contractor or keep and maintain public records required by the TAX COLLECTOR to perform the service. If LANDLORD transfers all public records to the TAX COLLECTOR upon completion of this Lease, LANDLORD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LANDLORD keeps and maintains public records upon completion of the contract, LANDLORD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TAX COLLECTOR, upon request from the TAX COLLECTOR'S custodian of public records in a format that is compatible with the information technology systems of the TAX COLLECTOR.

Failure to comply with this section shall be deemed a breach of this Lease and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT 352-343-9602, P.O. BOX 327, TAVARES, FL 32778.

Section 29. Compliance with Applicable Law. LANDLORD shall provide a fully executed copy of the required Affidavit of Compliance with Florida Statutes, Sections 287.138, 288.0071, and 787.06, attached hereto and incorporated herein as **Exhibit B.** In addition, LANDLORD certifies compliance with the following requirements:

A. Certification Regarding Scrutinized Companies: The LANDLORD hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The LANDLORD understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The LANDLORD further understands that any contract with the TAX COLLECTOR for goods or services may be terminated at the option of the TAX COLLECTOR if the LANDLORD is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

B. Civil Rights. During the term of this agreement the LANDLORD assures the TAX COLLECTOR that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the LANDLORD does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, permit discrimination in any form or manner against the LANDLORD's employees or applicants for employment. The LANDLORD understands and agrees that this Amendment is conditioned upon the veracity of this statement of assurance.

C. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

D. Landlord's social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the TAX COLLECTOR will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Lease Agreement Between Lake County Tax Collector and Jawad Leesburg, LLC, for Commercial Office Space.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on the respective dates under each signature: DAVID W. JORDAN, LAKE COUNTY TAX COLLECTOR and by Jawad Leesburg, LLC, signing by its duly authorized representative.

TAX COLLECTOR

ATTEST:

RANDY VAN ALSTINE
CHIEF DEPUTY
LAKE COUNTY TAX COLLECTOR

LAKE TAX COLLECTOR,

DAVID W. JORDAN

This 31 day of March, 2025.

Lease Agreement Between Lake County Tax Collector and Jawad Leesburg, LLC, for Commercial Office Space.

LANDLORD

JAWAD LEESBURG, LLC,
a Florida Limited Partnership

BY:_____
Ali Jawad
ITS:_____

3/31/2025

WITNESSES:

1)_____
Signature

1) Suzan Jawad
Print Name

2)_____
Signature

2) David Van Alstine
Print Nam

LAKE COUNTY, FL

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared (Name of affiant) Ali Jawad, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) OWNER / Manager of (Business Name) Jawad Leading LLC which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 03 day of 26, 2025

BY: _____
Signature of Affiant

Ali Jawad
Printed Name

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 03 day of 26, 2026 by _____, who is ☐ personally known to me or ☐ has produced identification (type): FL DL J300 008 85 0500

_____
(Notary Signature)

(SEAL)

SHARDA CHURAMAN
Notary Public - State of Florida
Commission # HH 616941
My Comm. Expires Dec 2, 2028

4
S:\DOCUMENT\2026\COUNTY PROPERTY\Leases\Tax Collector\Interlocal Agreement related to Leases\Agreement btwn LC & Tax Collector re Lease Space_03-19-2026.docx

Signature ITS:_____

1) Ali Jawad
Print Name

2) _____
Signature

2) _____
Print Nam

EXHIBIT A

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(PARTNERSHIP)

Before me, the undersigned authority, personally appeared Ali Jawad ("Affiant"), this 03 day of 28, 2025, who, first being duly sworn, deposes and says:

That Affiant is the OWNER of Jawad Leesburg LLC, a Florida limited liability company, as "Landlord/Owner", who address is 25321 US Hwy 27, Leesburg Florida 34748, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Landlord/Owner to make this affidavit on Landlord/Owner's behalf. That Landlord/Owner is the record owner of the property located at 25321 US Hwy 27, Leesburg FL 34748. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest

This affidavit is given in compliance with the provision of Section 286.23, Florida Statutes.

Affiant
Ali H Jawad

State of Florida
County of ORANGE

SWORN TO and subscribed before me this 03 day of 28, 2025, by Ali Jawad, who is personally known to me or has produced FL DL J500 008 580 S00 as identification.

Notary Public (Signature)
Print Name: SHARDA CHURAMAN
Title or Rank: Personal Banker
Serial Number (if any): HH 618941
My Commission Expires: 12/03/2028

SHARDA CHURAMAN
Notary Public - State of Florida
Commission # HH 618941
My Comm. Expires Dec 2, 2028

EXHIBIT B
Affidavit of Compliance with Florida Statutes, Sections 287.138, 288.0071, and 787.06

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LEASE AGREEMENT BETWEEN

LAKE COUNTY

AND

SOUTHRIDGE SHOPPES (US), INC.

FOR COMMERCIAL LEASE SPACE

This is a Lease Agreement between **DAVID W. JORDAN**, in his capacity as the Lake County Tax Collector (hereinafter referred to as "TAX COLLECTOR"), and **SOUTHRIDGE SHOPPES (US), INC**., a Florida Corporation, their successors and assigns (hereinafter referred to as "LANDLORD").

WITNESSETH:

WHEREAS, LANDLORD owns real property in Lake County, Florida, on which is located certain commercial office space; and

WHEREAS, TAX COLLECTOR desires to lease the said commercial office space from LANDLORD, and LANDLORD desires to lease the said space to TAX COLLECTOR.

NOW, THEREFORE, IN CONSIDERATION of the promises, payments, and mutual covenants hereinafter contained, the parties do agree as follows:

Section 1. Legislative Findings of Fact. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Lease Agreement upon adoption hereof.

Section 2. Leased Premises.

A. LANDLORD, for and in consideration of the terms and conditions herein contained to be kept, performed, and observed by TAX COLLECTOR, and for and in consideration of the rent provided for in Section 6 does lease to TAX COLLECTOR, and TAX COLLECTOR does rent and accept from LANDLORD the certain portion of real property located at Southridge Shoppes, 4113, 4117, and 4121 County Road 561, in Tavares, Florida (a/k/a a portion of Alternate Key 3695844), consisting of a combined total of 4,500 sq ft of commercial office space (or approximately 1,500 sq ft per unit), hereinafter the "Leased Premises," as shown in **EXHIBIT A**, attached hereto and incorporated herein.

B. In addition to the Leased Premises, LANDLORD shall allow TAX COLLECTOR the right, access, and use of the parking lot areas and the rear access area of the Leased Premises also shown in **EXHIBIT A**. TAX COLLECTOR shall be permitted to utilize up to two (2) parking spaces which shall be reserved for its use, as shown on **EXHIBIT A** ("Reserved Parking Spaces"). TAX COLLECTOR shall be responsible for the cost and installation of signage for the Reserved Parking Spaces. LANDLORD shall have the option to relocate the Reserved Parking Spaces to an alternative location within the Shopping

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Center at its reasonable discretion by providing advance written notice to TAX COLLECTOR.

Section 3. Lease Term.

This Lease shall become effective upon execution by both parties ("Effective Date"). The initial lease term shall be for a term of five (5) years commencing May 1, 2025, and ending on April 30, 2030 ("Initial Term").

Section 4. Option to Renew.

A. TAX COLLECTOR may, if not in default under the terms and provisions of this Lease Agreement, renew this Lease Agreement for one (1) five (5) year renewal term.

B. The TAX COLLECTOR shall provide the LANDLORD one hundred eighty (180) days' advance written notice prior to the expiration of the Lease Term, or any renewal thereof, that the TAX COLLECTOR will exercise its option to renew the Lease.

Section 5. Right to Terminate.

A. During the Initial Term, the TAX COLLECTOR shall have the right to terminate this Lease Agreement, upon giving one-hundred eighty (180) days' written advance notice upon the following:

1. In the event a Lake County-owned building becomes available to TAX COLLECTOR for occupancy during the Initial Term or any renewal for the purposes for which this space is being leased.

2. If funds are not budgeted and appropriated in any fiscal year for payments hereunder for the then current or succeeding fiscal year, this Lease Agreement shall impose no obligation on the TAX COLLECTOR as to such current or succeeding fiscal year and shall become null and void except as to the lease payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of LANDLORD, its successors and assigns.

3. At the option of any successor Lake County Tax Collector that may be elected or appointed to the office.

4. Should TAX COLLECTOR terminate this Lease during the Initial Term, TAX COLLECTOR will pay a termination penalty equal to six (6) months' Rent and CAM plus the unamortized portion of the tenant allowance noted in Section 6.E.

B. After the Initial Term, the TAX COLLECTOR shall have the right to terminate this Lease Agreement for any reason without penalty upon giving one hundred eighty (180) days written advance notice.

Section 6. Rent.

A. TAX COLLECTOR agrees to pay to LANDLORD, as rent for the Leased Premises during the Initial Term provided in Section 3, the sum of $6,000.00 per month (or $16.00 per sq. ft) for the first year of the Initial Term of the lease (hereinafter the "Base Rent"), which is calculated on 4,500 sq. ft of conditioned space.

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B. Each year throughout the Initial Term, and each subsequent year thereafter (including any renewal terms) the Base Rent provided for herein on May 1st shall be adjusted upward by two and one-half percent (2.5%).

C. In addition to the Base Rent, TAX COLLECTOR shall pay to LANDLORD, its pro rata share of Common Area Maintenance (CAM) expenses, initially to be of $1,856.25 per month (or $4.95 per sq. ft) based on 4,500 sq. ft for Year 1. CAM shall include all taxes, insurance, and other costs associated with the ownership, operation, maintenance, repair, replacement, and administration of the shopping center, except those items which are LANDLORD's sole maintenance obligations defined herein. CAM shall be reconciled after the conclusion of each calendar year. LANDLORD shall issue a statement to TAX COLLECTOR of any adjustments to CAM, and TAX COLLECTOR shall promptly reimburse LANDLORD in the event LANDLORD's actual CAM costs exceed the amount due herein. LANDLORD will notify the TAX COLLECTOR no later than June 1st of each year of any changes to CAM that will take effect on October 1st, otherwise the current CAM will continue to be collected.

D. The monthly Base Rental and CAM shall be payable in advance no later than the tenth (10th) day of each month. Failure to pay the Base Rent and CAM when due constitutes default under the terms of this Lease Agreement. Rental payments shall be made to, LANDLORD at:

Southridge Shoppes (US), Inc.
c/o Equity Investment Services, Inc.
7575 Dr. Phillips Boulevard, Ste 390
Orlando, Florida 32819

E. As an inducement for TAX COLLECTOR to enter into this Lease Agreement, LANDLORD has agreed to pay TAX COLLECTOR a one-time tenant allowance of $50,000.00 in consideration of any expenses the TAX COLLECTOR may incur. TAX COLLECTOR shall promptly pay for all materials supplied and work done in respect of the Leased Premises so as to ensure that no lien is recorded against any portion of the Land or Shopping Center or against LANDLORD's or TAX COLLECTOR's interest therein. If a lien is so recorded, TAX COLLECTOR shall discharge it promptly by payment or bonding. LANDLORD agrees to submit payment payable to TAX COLLECTOR within thirty (30) days of the Effective Date of this Agreement. In the event TAX COLLECTOR terminates this Lease during the Initial Term of this Lease, TAX COLLECTOR shall reimburse LANDLORD the unamortized portion of the tenant allowance and leasing commissions payable by LANDLORD within thirty (30) days of TAX COLLECTOR exercising such termination.

Section 7. Landlord Modifications.

A. Prior to commencement of the Initial Term, LANDLORD shall at LANDLORD'S sole expense ensure that the plumbing, electrical, roof, and roofing systems are in good working order. In

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addition, LANDLORD shall install three (3) new HVAC units to service the Leased Premises, at LANDLORD'S cost. Aside from the aforementioned, TAX COLLECTOR accepts the Premises in its "as-is" condition.

B. Ensure that all restroom facilities located in the Leased Premises are in compliance with current ADA standards.

C. Ensure that electric and water utilities are metered separately for the Leased Premises.

D. Take all steps necessary to cure the building of any air quality or environmental issues; provided, however, that neither party is aware of any air quality or environmental issues existing at the time the Leased Premises are delivered to the TAX COLLECTOR.

E. TAX COLLECTOR has agreed, at TAX COLLECTOR's sole expense, to have an air quality assessment prepared for the Lease Premises and upon receipt of the air quality assessment findings by the TAX COLLECTOR, such report shall be considered a material part of this Lease Agreement and attached hereto as **Exhibit B**, and incorporated herein by reference. In the event the air quality assessment identifies issues negatively affecting the Leased Premises exceeding OSHA or EPA thresholds, the LANDLORD shall have thirty (30) days to remedy the issues, or if such issues shall take longer than thirty (30) days to remedy, then LANDLORD shall put into motion such remedies within such thirty (30) day period and diligently pursue such until the issue is resolved. If LANDLORD fails to do so at the satisfaction of the TAX COLLECTOR, the TAX COLLECTOR may terminate this Lease Agreement upon written notice to the LANDLORD and no rent shall be due by the TAX COLLECTOR to the LANDLORD.

Section 8. Warranty of Title, Warranty of Habitability, and Covenant of Quiet Enjoyment; Statutory Assurances.

A. LANDLORD hereby warrants and covenants that it owns the Leased Premises in fee simple.

B. LANDLORD represents and warrants that the Leased Premises is habitable for TAX COLLECTOR's proposed use and to best of LANDLORD'S knowledge, fit for use by the TAX COLLECTOR. Except for those warranties contained herein, LANDLORD makes no representations or warranties regarding the condition of the Leased Premises, including the environmental condition of the Leased Premises and the air quality of the Leased Premises (i.e., mold, etc.). Notwithstanding anything else contained in the Lease, should LANDLORD breach or violate any of the warranties contained herein, and should LANDLORD fail to cure such default, after receiving notice from TAX COLLECTOR of said default, in the time required herein or fail to make any repair necessary to cure such default (e.g. fix leak causing mold), the TAX COLLECTOR's sole and exclusive remedy shall be to terminate this Lease. LANDLORD shall be permitted additional time to cure such default provided LANDLORD is diligently pursuing such cure. In the event the Leased Premises are not habitable due to such issues in this Section 8,

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TAX COLLECTOR's Rent due hereunder shall abate by fifty percent (50%) until cured by LANDLORD not to exceed ninety (90) days. If LANDLORD's cure takes longer than ninety (90) days, TAX COLLECTOR's Rent shall be fully abated unless agreed to between the parties.

C. LANDLORD hereby warrants and covenants that TAX COLLECTOR, upon the payment of the rent and performance of all terms and conditions of this Lease Agreement, shall have peaceful and quiet enjoyment and possession of the Leased Premises, subject to the terms of this Lease Agreement.

D. In accordance with Section 286.23, Florida Statutes, the LANDLORD shall make a public disclosure, in writing, to the TAX COLLECTOR, under oath and subject to the penalties prescribed for perjury, stating the names and addresses of every person having a beneficial interest in the Leased Premises, however small or minimal, unless otherwise exempted by statute.

E. LANDLORD will execute an Affidavit of Compliance with Section 287.138, Florida Statutes, Contracting with Foreign Entities of Concern Prohibited.

Section 9 . Responsibilities of Parties:

A. TAX COLLECTOR shall be responsible for:

1) Arranging and paying for all utilities (i.e. electric, gas, water, garbage, sewer, phone, cable) required on the Leased Premises.

2) Routine upkeep of the interior of the Leased Premises, which includes janitorial services, pest control, replacement of light bulbs, installation and maintenance of telephone, fiber, and computer data lines.

3) Maintaining and promptly making any and all necessary repairs to or replacement of all building components, including, but not limited to:

(i) Glass in the Leased Premises, and to replace it with glass of the same kind, size, and quality as quickly as possible at TAX COLLECTOR's expense;

(ii) Windows, doors, window frames and door frames;

(iii) The floors and floor coverings, walls, docks, partitions, and ceilings;

(iv) Electrical and plumbing equipment and fixtures, including all electrical wiring, plumbing, pipes and conduit; and

(v) All routine maintenance, repair, and replacements, if necessary, on the HVAC system, including but not limited to air filter replacement, and shall have the system professionally serviced on an annual basis at TAX COLLECTOR's cost.

(vi) Any part of the Leased Premises when repairs thereto are necessitated by any act or omission (negligent or otherwise) of TAX COLLECTOR, its agents, contractors, employees or invitees, or by the failure of Lessee to perform any of its obligations under this lease.

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4) Install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction over the Leased Premises or the underwriters insuring the Premises.

B. LANDLORD shall not be responsible for any damage caused by any act or negligence of TAX COLLECTOR or its guests or invitees.

C. LANDLORD shall maintain, replace and repair, as necessary, the exterior of the Leased Premises, including but not limited to, the exterior and roof of the structure located on the Leased Premises, the exterior illumination, exterior landscaping and irrigation, fire alarm system, sprinkler system, sidewalks, parking lot areas, and common areas and any items or areas not specifically assigned to the TAX COLLECTOR in Section 9 (A) above. TAX COLLECTOR shall have no responsibilities for repairs and maintenance beyond those listed in Section 9 (A) above.

D. LANDLORD shall, at LANDLORD'S sole expense, immediately take all steps necessary to cure the building of any significant air quality or environmental issues exceeding OSHA or EPA thresholds that may arise during the term of this Lease; provided; however, that such air quality or environmental issues are not caused through the fault or negligence of the TAX COLLECTOR.

Section 10. Alterations:

A. TAX COLLECTOR shall make no alterations on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of LANDLORD. All alterations, changes and improvements, built, constructed, or placed on the Leased Premises by TAX COLLECTOR, with the exception of fixtures removable without damage to the Leased Premises and moveable personal property, shall, unless otherwise provided by written agreement between LANDLORD and TAX COLLECTOR, be the property of LANDLORD and remain on the Leased Premises at the expiration of this Lease Agreement; provided, however, the LANDLORD approves typical office buildout at the TAX COLLECTOR's expense and agrees to execute any documents required for permitting.

B. TAX COLLECTOR may at its' own expense install on the premises a security system, telephone, fiber and computer data lines. In the event of a termination or non-renewal of the Lease Agreement, any permanently mounted data or fiber materials including, but not limited to, wires and cables, attached to the walls or ceilings installed by TAX COLLECTOR shall become property of the LANDLORD. Security systems, telephone systems, fiber or data switches shall remain the property of the TAX COLLECTOR and will be removed by the TAX COLLECTOR when the Lease Agreement expires. Any repairs necessitated by the removal shall be at the TAX COLLECTOR'S expense.

C. Intentionally omitted.

D. At the termination of lease, the TAX COLLECTOR shall return the Leased Premises to the LANDLORD in as good condition as when the Leased Premises were delivered to the TAX

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COLLECTOR, reasonable wear from normal usage excepted.

Section 11. Destruction of Premises. In the event the Leased Premises is determined at the reasonable discretion of the TAX COLLECTOR to be untenantable during the term of this Lease Agreement, and LANDLORD fails to restore the Leased Premises within one hundred eighty (180) days from the date of such destruction, rent shall be abated while the LANDLORD restores the Leased Premises as noted in this section. Should the LANDLORD fail to deliver the Leased Premises within one hundred eighty (180) days, then TAX COLLECTOR may cancel this Lease Agreement with ten (10) days' notice. The cancellation herein mentioned shall be evidenced in writing. Additionally, in the event of such damage or destruction, the rent under this Lease Agreement shall be abated for the time during which the Leased Premises may not be used by TAX COLLECTOR. TAX COLLECTOR shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the premises were unusable by reason of said destruction or damage.

Section 12. Assignment and Subletting. TAX COLLECTOR may not assign this Lease Agreement, or sublet or grant any concession or license to use the Leased Premises or any part thereof, without prior written consent of the LANDLORD.

Section 13. Sale or Transfer of Leased Premises. Any sale, transfer, or devise of the Leased Premises by LANDLORD, its assigns or successors, shall be made subject to this Lease Agreement.

Section 14. Default by TAX COLLECTOR. If TAX COLLECTOR shall default in the performance of any covenant of this Lease Agreement on its part to be performed, and should such default continue for a period of thirty (30) days after LANDLORD shall have given TAX COLLECTOR written notice of the existence of such default, then, in addition to any other legal remedies allowed by law, LANDLORD may terminate this Lease Agreement unless TAX COLLECTOR has commenced such action as may be necessary to cure such default and proceed with such action in a prompt and expeditious manner within thirty (30) days after receiving written notice of such default.

Section 15. Default by LANDLORD. If LANDLORD fails to fulfill any of the terms, covenants, or conditions specified to be done by LANDLORD under the terms of this Lease Agreement, then, except in cases otherwise provided for in this Lease Agreement, and in addition to any other rights and remedies which may be available to TAX COLLECTOR, TAX COLLECTOR may terminate the Lease Agreement or make, do or cause to be done such things as are necessary to cure LANDLORD's default and of TAX COLLECTOR's intention to cure LANDLORD's default. TAX COLLECTOR may deduct such expenses from the monthly rental payment. LANDLORD shall be given thirty (30) days in which to cure any defaults, unless LANDLORD has commenced such action as may be necessary to cure such default and proceed with such action in a prompt and expeditious manner within thirty (30) days after receiving written notice of such default.

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Section 16. Waiver of Default. A waiver by LANDLORD or TAX COLLECTOR of a breach of any covenant or duty of LANDLORD or TAX COLLECTOR under this Lease Agreement is not a waiver of a breach of any other covenant or duty of LANDLORD or TAX COLLECTOR, or of any subsequent breach the same covenant or duty.

Section 17. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Lease Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows:

TAX COLLECTOR	**LANDLORD**
Lake County Tax Collector Attention: David W. Jordan 325 North Barrow Avenue Tavares, Florida 32778	Southridge Shoppes (US), Inc. Stephen Briggs 12 Ames Crescent Aurora, ON L4G 0-C3 CA with a copy to: c/o Equity Investment Services, LLC 7575 Dr Phillips Blvd Suite 390 Orlando, FL 32819

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 18. Entry for Inspection and Repairs. With reasonable notice to TAX COLLECTOR, not to be less than twenty-four (24) hours, LANDLORD shall have the right to enter the Leased Premises for inspection during reasonable business hours, and whenever reasonably necessary to make repairs and alterations to the Leased Premises. In the event of an emergency, LANDLORD shall use reasonable efforts to notify TAX COLLECTOR prior to entering the Leased Premises. To the extent permitted by Section 768.28, Florida Statutes, TAX COLLECTOR shall indemnify and hold LANDLORD harmless for any emergency repair that LANDLORD cannot attend to due to its lack of access.

Section 19. Waste, Nuisance or Unlawful Use. TAX COLLECTOR agrees that it will not

commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

Section 20. Insurance.

A. TAX COLLECTOR shall provide, pay for, and maintain in force at all times during the term of this Lease, liability insurance adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the Leased Premises and equipment thereon at a minimum of $2,000,000.00 combined single limit. It is agreed that TAX COLLECTOR and LAKE COUNTY has the right to self-insurance any of the required insurance coverage. From time to time, LANDLORD may request documentation supporting TAX COLLECTOR and LAKE COUNTY's ability to honor the terms and conditions of this Lease Agreement. Additionally, LANDLORD may obtain copies of LAKE COUNTY's Annual Comprehensive Financial Report, which includes the Independent Auditor's Report (https://www.lakecountyclerk.org/county_finance/board_accounting.aspx). At LANDLORD's request, TAX COLLECTOR will provide a certificate of insurance showing that such insurance is in full force and effect during the time of the lease. In addition, TAX COLLECTOR shall maintain a) worker's compensation and employer's liability insurance in compliance with applicable legal requirements, and b) comprehensive automobile liability insurance including contractual liability, covering all licensed vehicles operated by or on behalf of TAX COLLECTOR, which insurance shall have inclusive limits of not less than $2,000,000.00 per occurrence.

B. LANDLORD shall provide, pay for, and maintain in force at all times during the term of this Lease, insurance to cover the building at a minimum of full insurable value.

C. If TAX COLLECTOR'S use or presence shall cause or result in any increase in premiums for the insurance carried from time to time by LANDLORD with respect to the Shopping Center, whether or not LANDLORD allows such act or omission to continue, LANDLORD shall provide written proof from the LANDLORD's carrier that it is the cause or result of TAX COLLECTOR's use, then TAX COLLECTOR shall bear the cost of any such increase in premium through an adjustment of CAM.

D. Additional insurance may be required from time to time based upon the reasonable assessment of LANDLORD to address concerns that may arise from either evolving circumstances or developments in the insurance marketplace. LANDLORD will notify the TAX COLLECTOR no later than June 1st of each year of any changes to the assessment that will take effect on October 1st, otherwise the current assessment will continue to be collected.

E. Notwithstanding any other provision of this Lease, to the extent permitted by Section 768.28, Florida Statutes, TAX COLLECTOR agrees to indemnify LANDLORD and hold it harmless from and against any and all loss, claims, actions, damages, liability and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), EXCEPT TO THE EXTENT CAUSED IN WHOLE OR IN

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PART BY THE GROSS NEGLIGENCE OF LANDLORD, arising from any occurrence in, upon or around the Leased Premises.

Section 21. Compliance with Applicable Law. LANDLORD shall provide a fully executed copy of the required Affidavit of Compliance with Florida Statutes, Sections 287.138, 288.0071, and 787.06, attached hereto and incorporated herein as **Exhibit C.** In addition, LANDLORD certifies compliance with the following requirements:

A. Certification Regarding Scrutinized Companies: The LANDLORD hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The LANDLORD understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The LANDLORD further understands that any contract with the TAX COLLECTOR for goods or services may be terminated at the option of the TAX COLLECTOR if the LANDLORD is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

B. Civil Rights. During the term of this agreement the LANDLORD assures the TAX COLLECTOR that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the LANDLORD does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, permit discrimination in any form or manner against the LANDLORD's employees or applicants for employment. The LANDLORD understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

C. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

D. Landlord's social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the TAX COLLECTOR will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Section 22. Signs. LANDLORD hereby grants that the TAX COLLECTOR shall be able to erect or display upon the Leased Premises any sign or other advertising devise of reasonable size and scope that is consistent with signage of a first class shopping center, provided it is in compliance with legal codes and TAX COLLECTOR obtains LANDLORD's prior approval, which shall not be unreasonably withheld. In the event this Lease Agreement is terminated or canceled, TAX COLLECTOR agrees to remove its signs

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within twenty (20) days, and to repair any damages to the building that such removal may have caused.

Section 23. Use of Premises. The Leased Premises may be used by TAX COLLECTOR as a Lake County Tax Collector's Facility and for road skills driving tests. Any alternative use shall require LANDLORD's prior written consent.

Section 24. Delivery of Possession. If LANDLORD, for any reason whatsoever except an event of Force Majeure, as defined herein, cannot deliver possession of the Leased Premises to TAX COLLECTOR within five (5) business days of the commencement of the lease term, as specified herein, Rent shall be abated until the Leased Premises are delivered to TAX COLLECTOR. In the event LANDLORD fails to deliver the Leased Premises within thirty (30) days from the commencement of the Lease term being May 1, 2025, the Rent will be abated until the Leased Premises are delivered and this Lease Agreement, at TAX COLLECTOR's option, may be terminated. It is understood by the parties that acceptance of the Leased Premises by TAX COLLECTOR will waive its right to terminate under this Section 24.

Section 25. Entire and Binding Agreement. This Lease Agreement contains all the agreements between the parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon TAX COLLECTOR and LANDLORD and their respective successors and assigns, except as may be otherwise expressly provided in this Lease Agreement.

Section 26. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 27. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 28. No Recording. Neither LANDLORD nor TAX COLLECTOR shall record this Lease Agreement in the public records.

Section 29. Public Records. If LANDLORD is found to be a contractor pursuant to Section 119.0701, Florida Statutes, LANDLORD shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records required by the TAX COLLECTOR to perform the services identified herein.

B. Upon request from the TAX COLLECTOR's custodian of public records, provide the TAX COLLECTOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Lease if LANDLORD does not transfer the records to the public agency.

D. Upon completion of this Lease, transfer, at no cost, to the TAX COLLECTOR all public records in possession of the contractor or keep and maintain public records required by the TAX COLLECTOR to perform the service. If LANDLORD transfers all public records to the TAX COLLECTOR upon completion of this Lease, LANDLORD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LANDLORD keeps and maintains public records upon completion of the contract, LANDLORD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TAX COLLECTOR, upon request from the TAX COLLECTOR's custodian of public records in a format that is compatible with the information technology systems of the TAX COLLECTOR.

Failure to comply with this section shall be deemed a breach of this Lease and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT 352-343-9602, 325 N. BARROW AVENUE, TAVARES, FLORIDA 32778 OR PUBLICRECORDS@LAKECOUNTYFL.GOV.

Section 30. Force Majeure Defined. Force Majeure means any period of delay which arises from or through any causes beyond the reasonable control of a party, including, without limitation, an Act of God, strike, lockout or labor difficulty, explosion, sabotage, riot or civil commotion, act of war, fire or other casualty, or moratorium. In no event shall Force Majeure excuse TAX COLLECTOR from its Rent obligations due to LANDLORD.

Section 31. Estoppel Certificate. At any time, upon not less than thirty (30) days prior notice by LANDLORD, TAX COLLECTOR shall comply with and request and approve to execute, acknowledge, and deliver in writing an Estoppel Certificate outlining the key terms and provisions of this Lease and certifying that this Lease is in full force and effect.

Section 32. Subordination. This Lease and all rights of TAX COLLECTOR hereunder are and shall be subject and subordinate in all respects to (i) all present and future ground leases, operating leases, superior leases, overriding leases and underlying leases and grants of term of the Land and buildings constructed thereon, including the Shopping Center, or any portion thereof (hereinafter collectively referred to as a "Superior Lease," and (ii) all mortgages, deeds of trust, deeds to secure debt and building loan agreements, including leasehold mortgages and spreader and consolidation agreements, which may now or hereafter effect the Land and buildings constructed thereon, including the Shopping Center, or any

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portion thereof, including all future advances made thereunder (hereinafter collectively referred to as the "Superior Mortgage") whether or not the Superior Mortgage covers any other lands or buildings. All references hereunder to Superior Lessor shall refer to the Lessor at the time of execution of a Superior Lease, while each reference to Superior Mortgagee shall mean the holder at any time of a Superior Mortgage, as well as each of their respective successors and assigns. The provisions of this Section 32 shall be self-operative and no further instrument of subordination shall be required. If any Requesting Party shall seek confirmation of such subordination, with reasonable notice not to exceed thirty (30) days, TAX COLLECTOR shall diligently deliver, at LANDLORD's own cost and expense, an instrument, in recordable form, to evidence such subordination. TAX COLLECTOR shall not cause, permit or suffer anything to be done which would constitute a default under any Superior Mortgage or Superior Lease or cause the Superior Lease to be terminated or forfeited by virtue of any rights of termination or forfeiture reserved or vested in the Superior Lessor.

Section 33. Attornment. If, at any time prior to the termination of this Lease, the Superior Lessor or Superior Mortgagee, or their successors or assigns, who acquire the interest of Landlord under this Lease through foreclosure action or a deed-in-lieu thereof, whereby the Superior Lessor or Superior Mortgagee succeeds to the rights of Landlord under this Lease through possession or foreclosure or delivery of a new lease or deed or otherwise, TAX COLLECTOR agrees, at the election and upon request of any such party (hereinafter called the "Successor Landlord"), to attorn fully and completely from time to time, and to recognize any such Successor Landlord as TAX COLLECTOR's Landlord under this Lease upon the executory terms of this Lease; provided, however, such Successor Landlord shall agree in writing to accept TAX COLLECTOR's attornment. The foregoing provisions of this Section 33 shall inure to the benefit of any such Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of a Superior Lease, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. TAX COLLECTOR, however, upon demand of any such Successor Landlord, agrees to obtain approval of any instruments to evidence and confirm the foregoing provisions of this Section 33, satisfactory to any such Successor Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy within thirty (30) days of notice thereof.

Section 34. Governing Law. This Lease and the rights and obligations of the TAX COLLECTOR and LANDLORD hereunder shall be construed in accordance with the internal substantive laws of the State of Florida without regard to choice of law principles.

Section 35. Partial Invalidity. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions

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of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

Section 36. Waiver of Jury Trial. TAX COLLECTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND EVERY ACTION, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP BETWEEN TAX COLLECTOR AND LANDLORD, OR THE TRANSACTION CONTEMPLATED HEREIN. TAX COLLECTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LANDLORD OR ITS COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LANDLORD WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. TAX COLLECTOR ACKNOWLEDGES THAT LANDLORD HAS BEEN INDUCED TO ENTER INTO THIS LEASE BY, INTER ALIA, THE PROVISIONS OF THIS SECTION 36.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on the respective dates under each signature: TAX COLLECTOR, through its duly authorized representative, and by Southridge Shoppes (US), Inc., duly authorized representative.

LANDLORD

SOUTHRIDGE SHOPPES (US), INC.

BY: Signed by: [signature] 1A0E4E8A842FD...

PRINT NAME: Hunter Briggs

ITS: ASO.

Dated: 4/22/2025

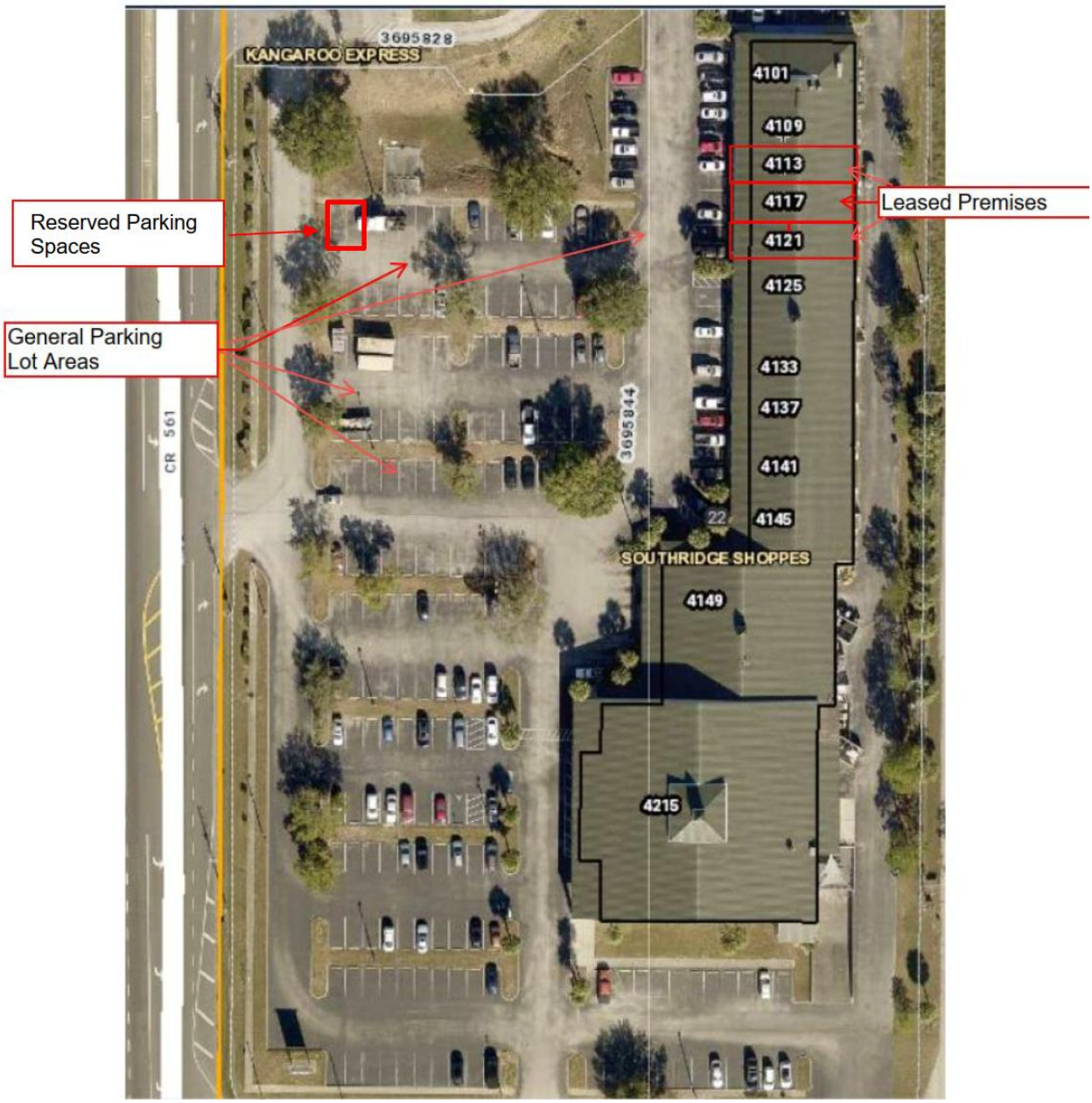
Docusign Envelope ID: C124C561-FB94-4CDC-834B-70BCF5FAA751

TAX COLLECTOR

David W. Jordan, in his capacity as
Lake County Tax Collector

DocuSigned by:
By: David W. Jordan
2805060A09BF4BA...
David W. Jordan

Dated: 4/21/2025


Reserved Parking Spaces
General Parking Lot Areas
Leased Premises
KANGAROO EXPRESS
3695828
4101
4109
4113
4117
4121
4125
4133
4137
4141
4145
SOUTHRIDGE SHOPPES
4149
4215
CR 561
3695844

Docusign Envelope ID: C124C561-FB94-4CDC-834B-70BCF5FAA751

EXHIBIT B

AIR QUALITY REPORT

Docusign Envelope ID: C124C561-FB94-4CDC-834B-70BCF5FAA751

Exhibit C
Affidavit of Compliance with Florida Statutes, Sections 287.138, 288.0071, and 787.06

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)**_____, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____of **(Business Name)** _____ which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the_____day of _____, 202___.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type):_____.

_____
(*Notary Signature*)

(SEAL)

18

LEASE AGREEMENT

THIS LEASE made and entered into on the 3rd day of March, 2014 by and between JOHN R. PRICKETT, JR. (hereinafter referred to as "Landlord") and THE LAKE COUNTY TAX COLLECTOR'S OFFICE (hereinafter referred to as "Tenant").

The date of execution hereof shall be deemed to be that date that the last signature or the initial of any change of any party hereto is affixed to this Lease and any change thereto has been approved by the other party by initialing said change.

In consideration of the foregoing and all of the representations, warranties, covenants and conditions set forth herein, Landlord and Tenant further understand and agree that:

1. **Leased Premises:**

a. Attached to this Lease as Exhibit "A" is the legal description of real property located in Lake County, Florida.

b. A building is now located on the real property. Landlord shall make improvements to the real property including remodeling and increasing the size of the existing building ("Improvements"). Attached as Exhibit "B" is a drawing which is a reasonable estimate of how the real property will be improved and the configuration and the existing building as it will be expanded and improved. . The Exhibit "B" drawing is entitled "Programming Phase and is prepared by Straughn Trout Architects LLC. As used in this Lease the term Leased Premises shall mean the real property and existing building as will be improved by the Landlord.

Landlord hereby leases and demises to Tenant and Tenant hereby takes and leases from Landlord the leased premises upon the terms and conditions set forth herein.

2. **Term:**

a. The term of this Lease shall be for a period of fifteen (15) years beginning on the commencement date.

b. This lease shall be effective upon the date of its execution, but its term shall commence on the date ("commencement date") that a certificate of occupancy is issued on the leased premises.

3. **Rent:**

a. **Rent.** Rent shall be One Hundred Sixty Two Thousand Dollars a year payable in monthly installment of Thirteen Thousand Five Hundred Dollars ($13,500.00) a month.

Monthly rent shall be payable in advance on the first day of each calendar month beginning the commencement date. If this Lease commences on a date other than the first day of the month, the monthly rental for the first and last such fractional months of the term of this Lease shall be prorated in the proportion that the number of days of Tenant's tenancy during said fractional month bears to thirty (30) days, and shall be payable on the first day of said month.

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b. **Sales Taxes.** The Tenant represents to the Landlord that because Tenant is a governmental entity no sales taxes will be due in connection with the rent. If for any reason it should be determined that sales tax is due on rent payments made under this Lease, Tenant shall pay same to landlord simultaneously with payment of the monthly rent, and Tenant shall be liable for any sales tax arrearage together with Any penalties and interest due thereon.

c. **Miscellaneous Rent Provisions.** All payments to the Landlord hereunder shall be made to Landlord as the same become due in lawful money of the United States, at such places as hereinafter may be designated. Nothing contained in this Lease shall be construed to be or create partnership or joint venture between the parties.

4. **Option to Extend Term of Lease.** The tenant may extend the term of this lease for an additional five years by giving notice of extension in writing to Landlord at least six months prior to the expiration date of this Lease. If Tenant exercises its right to extend the term for an additional five years, the rent during the extended period shall be increased by 10% and shall be $178,200.00 a year paid in equal monthly installments of $14,850.00.a month. Except for an increase in rent this Lease shall remain unmodified and unchanged during the five year extension period.

5. **Warranties of Landlord:** Landlord represents and warrants to, and agrees with Tenant conditions of this Lease that during the term of this Lease any and extension hereof:

a. All of the leased premises are zoned for the uses and purposes for which the leased premises are let and demised to Tenant, and there are no easements, covenants, conditions, restrictions, rights of way of record or otherwise, governmental rules, statutes, ordinances, policies or plans, which would prohibit or interfere with the construction or operation of an office building on the leased premises;

b. Public water, telephone, electric power and natural gas services and sanitary sewers and surface or subsurface drainage improvements sufficient to handle the requirements of the improvements and the leased premises exist or are available for use by Tenant on the leased premises.

c. All taxes on the leased premises, except current taxes which are not yet due, have been paid in full, prior to the commencement of the term of this Lease; and;

6. **Construction of an Office Building:**

a. **Plans and Specifications.** Landlord will obtain final working drawings, plans and specifications ('plans and specifications") for the construction of the improvements upon the leased premises consisting primarily of expansion and remodeling of the existing single story building substantially as shown on Exhibit "B". Unless otherwise mutually agreed by both parties in writing, the final working plans and drawing shall be approved by Tenant. Unless agreed otherwise by both parties the plans and specifications for the improvement shall be prepared by Straughn Trout Architects LLC, and shall be substantially in accordance with Exhibit "B" unless agreed on in writing by both parties. Unless agreed in writing on by both parties the General Contractor for the construction of the improvements shall be Evergreen Construction Management.

b. **Construction of Improvements:** Construction of the improvements contemplated by the plans and specifications shall be substantially completed and a certificate of occupancy issued on or prior to September 1, 2014. Landlord shall bear all costs to complete

the improvements and deliver the leased premises to Tenant in a broom clean turnkey condition within the time limits set forth herein.

c. **Failure to Timely Construct:** Landlord's failure to complete substantial construction and obtain a certificate of occupancy within the time limits set forth in subparagraph b. of this paragraph 6 shall not invalidate this Lease or otherwise release Tenant from its obligations under this Lease. If Landlord fails to complete substantial construction and obtain a certificate of occupancy by September 1, 2014, Landlord shall be liable to Tenant for such damages as Tenant may have reasonably incurred as a result of delay but only as a result of delay occurring after September 30, 2014.

d. **Costs and Expenses of Construction of Improvements:** Except as otherwise specifically provided in this Lease, Landlord shall construct the improvements in the Premises pursuant to certain final working drawings, plans and specifications ('plans and specifications'). Tenant shall sign off on the final plans and specifications prior to construction, evidencing its approval of the final working drawings. Landlord covenants and agrees that the guaranteed maximum price for the construction of improvements, pursuant to the plans and specifications shall not exceed $900,000.00. This price includes costs and fees involved in obtaining licenses, permits, bonds, Landlord's and Tenant's title insurance, Tenant's architects' fees and costs, engineering fees and costs, any demolition required, site preparation, impact fees and construction closing cost and interest, construction of improvements and miscellaneous costs. Any cost of the construction of improvements that exceeds $900,000.00 shall be the responsibility of the Landlord unless said costs were incurred due to an approved change order approved in advance and in writing by the Tenant.

e. **Fixtures:** Either at such time prior to completion of said improvements as may be conveniently done, or upon completion of said improvements, Tenant shall, at its own expense, and except for those fixtures and equipment to be constructed, installed or placed by Landlord pursuant to the plans and specifications, place or install or cause to be placed or installed such equipment, furniture and fixtures in and upon the leased premises as Tenant, in its sole discretion shall deem necessary or appropriate for the purpose of carrying on business upon the leased premises. Tenant may, at its own expense thereafter at any time substitute, replace or cause to be substituted or replaced with items of comparable quality any or all of said equipment, furniture and fixtures. All of said equipment furniture and fixtures shall, for the purpose of this Lease, be treated as Tenant's personal property, no matter how affixed and at no time shall Landlord have any rights therein until and unless granted by a written instrument subsequent to this Lease, and executed by both Tenant and Landlord. Landlord hereby expressly waives any right, title, or interest in such personal property. The leased premises have been used as a Golden Corral restaurant. All equipment utilized in the restaurant business shall remain the Landlord's sole and exclusive property.

7. **Taxes:**

a. Tenant shall pay all of the real property taxes levied or assessed against the leased property and improvements thereon, if any. If it shall ever be determined that it is unconstitutional or otherwise unlawful for Tenant to pay the real property taxes, the rent will be adjusted to increase the rent to an amount to be the rent due hereunder together with property taxes. If such an adjustment should be held unconstitutional or unlawful and if rent cannot be lawfully adjusted adequately to compensate Landlord to pay the property taxes the Landlord may then terminate this Lease.

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8. **Utilities:** Tenant shall pay prior to delinquency, all charges for utilities used on the leased premises during the term of this Lease. Landlord agrees to pay all costs and charges in connection with installations of meters and initial hookup of utilities called for by the plans and specifications.

9. **Insurance:**

a. Tenant shall, at its sole cost and expense, cause to be placed in effect immediately upon receipt of the Certificate of Occupancy, and shall maintain in full force and effect during this Lease Ii) fire and extended coverage insurance covering all improvements, structures and Tenant's contents on the leased premises on a full replacement cost basis (no deduction for depreciation), insuring against all risks, and (ii) bodily injury and property damage, and comprehensive public liability insurance with a coverage of $500,000.00/$1,000,000.00. To the extent provided by law and to the extent not covered by the comprehensive public liability insurance, To the extent allowed by law, and without waving sovereign immunity, Tenant shall indemnify and hold Landlord harmless from property damages and any damages incurred by Landlord for bodily injury to any of Tenant's employees, guests, invitees or other third parties injured on or within the leased premises.

b. Tenant, if appropriate, shall deliver to Landlord a duplicate original of each such policy, or in lieu thereof, a certificate issued by the carrier. Each such policy or certificate shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to Landlord, and shall name landlord or Landlord's designee as an additional insured thereunder.

10. **Use:** The leased premises shall be used solely by the Lake County Tax Collector for any lawful purpose or with Landlord's written consent, which shall not be unreasonable withheld, by any other governmental agency or entity.

11. **Ownership and Removal of Trade Fixtures and Equipment:**

a. Trade fixtures and equipment, which may be installed by Tenant in the leased premises prior to, or during the term hereof, shall remain Tenant's personal property and shall not be deemed to become part of the leased premises. Tenant shall have the right to remove said trade fixtures and equipment on the leased premises on or before the expiration of this Lease or any extensions or renewals thereof. If the leased premises are damaged on removal of Tenant's trade fixtures and equipment, Tenant will, at Tenant's expense, promptly restore the leased premises to its original condition, ordinary wear and tear excepted.

b. Tenant is hereby expressly given the right at any time during the term of this Lease or any extension hereof and for a period of thirty (30) days after the termination of this Lease, or any extension thereof, by lapse of time or otherwise, to enter upon or remove from the leased premises any improvements or equipment of Tenant without charge therefore but shall not be obligated to do so.

12. **Maintenance and Repair:**

a. From and after the commencement date, Tenant shall, at its expense, maintain and make necessary repairs and replacements to the interior of the leased premises, including interior lighting and light replacements, floor painting, and surfaces of interior walls and floor surfaces, and of windows or otherwise, and all stopped or blocked plumbing, plumbing fixtures, carpet, and all equipment and fixtures installed by Tenant and to Tenant shall maintain and keep all of the foregoing in the same condition in which they were received, reasonable wear and tear and depreciation excepted. Tenant shall, at his expense, maintain and make necessary repairs and replacements to the parking area of the leased premises (including patching and resurfacing). Tenant shall maintain the interior of the leased premises in a clean and sanitary condition, in accordance with all applicable state, city and county health and sanitation laws and ordinances and as directed by the proper public officials during the term of this Lease. Tenant shall maintain and keep in good condition any landscaped portions of the leased premises such as grass, shrubs, hedges and other plants and all pipes and irrigation used to irrigate the property.

b. Landlord shall, at his expense, maintain and make necessary repairs and replacements to the exterior of the leased premises, including the surfaces of exterior wall (including exterior painting of the building as and when necessary and when reasonably necessary), the roof, the foundation, and all load bearing walls, and except as specifically assigned to Tenant in subparagraph 12a of this paragraph 12, all major mechanical systems, including major electrical, heating, and air conditioning, and plumbing systems in the same condition in which they were received, reasonable wear and tear and depreciation excepted.

c. Tenant covenants and agrees to pay promptly when due all claims for work and materials furnished in connection with its maintenance, repairs and replacements of said improvements, and shall not permit or suffer any liens or encumbrances to attach to the leased premises and shall indemnify Landlord against loss therefrom.

13. **No Liability for Damages:** Landlord, its mortgagees and agents shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of Tenant, or for any loss or damage resulting to Landlord or its property from burst or leaking water, sprinkler or sewer pipes -. To the extent allowed by law, and without waiving sovereign immunity, Tenant, to the extent provided by law, shall defend, indemnify and hold harmless Landlord, its mortgagees and agents from any damages or costs arising out of claims for injuries or damages due to the events mentioned in this paragraph. The indemnity provided in this paragraph shall survive the expiration or termination of this Lease.

14. **Damage or Destruction:**

a. In the event that any of the improvements on the leased premises are damaged, destroyed or lost as the result of any casualty covered by Tenant's extended coverage insurance (described in paragraph 9), Landlord shall forthwith repair, restore, and reconstruct said damaged or destroyed improvements so that upon completion thereof said improvements will be substantially the same as before the occurrence of said damage or destruction. In the event Landlord fails to commence such repair, restoration or reconstruction within thirty (30) days following its occurrence and thereafter diligently prosecute the same to completion, Tenant may, at its option, and upon furnishing to Landlord written notice of its election to do so, cause such repair, restoration or reconstruction to be done at Landlord's expense to the extent insurance proceeds are available. All costs and expenses involved in accomplishing said repairs, restoration or reconstruction in excess of those covered by said extended coverage insurance shall be borne by Tenant.

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b. In the event that any of the improvements on the leased premises are damaged, destroyed or lost during the term of this Lease as a result of a casualty not covered by Tenant's extended coverage insurance and which is not willfully caused by Tenant or any person occupying the leased premises under Tenant, Tenant may, by written notice given to Landlord, elect to terminate this Lease and all obligations thereunder effective thirty (30) days thereafter. Provided, however, that if Landlord elects to promptly repair, restore, or reconstruct the leased premises to substantially their previous condition, at Landlord's sole expense, then this Lease shall not be terminated by Tenant, but rents called for hereunder shall be abated until said repairs, restoration, or reconstruction is completed.

15. **Condemnation:**

a. The term "condemnation" as used in this Lease shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase for a public purpose in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase for a public purpose in lieu thereof, occurs, or the date of settlement or compromise of the claims of the parties thereto during the Pendency of the exercise of said power, whichever first occurs, and property is deemed "condemned" on said date.

b. In the event the entire leased premises are taken, or so much thereof are taken that in Tenant's Opinion said leased premises are no longer suitable for continuation of the business then being conducted thereon, then, in either event, this Lease shall terminate on the date of condemnation.

c. In the event only a part of the leased premises is so taken and the remaining part thereof in Tenant's opinion, remains reasonably suitable for Tenant's continued occupancy and conduct of its business thereon, this Lease shall, as to the part so taken, terminate on the date of condemnation, and the minimum monthly rent shall thereupon be reduced in the same proportion that the number of square feet of the leased premises so taken bears to the original number of square feet of the leased premises.

d. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards including severance damages, if any, as may be allocated to their respective interests in any condemnation proceedings. Tenant shall also be entitled to any award made to it for depreciation to or loss of and costs of removal of furniture, fixtures, equipment, and inventory. Termination of this Lease pursuant to this paragraph shall not affect the rights of the respective parties to such awards.

e. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

16. **Assignment and Subletting:** Tenant shall not assign this lease or sublet all or any portion of the leased premises without Landlord's prior written consent. Any such assignment or subletting with Landlord's consent shall not relieve Tenant of any of its obligations under this Lease. Notwithstanding the foregoing this lease shall not be assigned or sublet to any third party under any circumstances except to another governmental agency or entity with a credit rating the same or better than that of the Tenant.

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17. **Default and Remedies:** If, subject to the fifteen (15) day notice provision set forth below, Tenant (i) fails to pay rent or any other monies due under the lease within the time and in the manner required by the lease; (ii) fails to perform any other condition, stipulation or agreement of the lease; or, (iii) is the subject of a lawsuit for involuntary bankruptcy or is adjudged a voluntary or involuntary bankrupt, makes an assignment for the benefit of creditors, or, if there is a receiver appointed to take charge of the premises either in the state or federal courts, Landlord may, at its option, declare this lease in default, and, shall in addition to all remedies at law available to Landlord, have the right to terminate the lease and elect to declare the entire minimum rent and any other charges, for the balance of the term due and payable immediately. Landlord shall also have the option, without terminating the lease, to resume possession and release or re-rent the premises for the remainder of the lease term for the account of Tenant. Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the premises in excess of the rent provided in the lease. In the event Tenant is in default of any monetary or non-monetary term of this lease, and Tenant has not cured the default within fifteen (15) days after Landlord's notice, in addition to Landlord's other remedies provided in this lease, Landlord may cure the default and charge Tenant as additional rent the reasonable cost of such cure with the reasonable cost of cure due on demand.

18. **Tenant's Right to Cure Landlord's Defaults:** The Landlord agrees that if the Landlord fails to pay any interest, principal, costs of other charges upon any mortgage or mortgages or other liens and encumbrances affecting the leased premises and to which this Lease may be subordinated when any of the same become due, or in any other respects fails to perform any covenant, warranty or agreement in this Lease contained on the part of the Landlord to be performed, then and in such event after the continuance of any such failure to default for thirty (30) days after notice in writing thereof is given by the Tenant to the Landlord, notwithstanding any delay or forbearance in giving such notice, Tenant may pay said principal, interest cost and other charges, and cure such defaults, all on behalf of and at the expense of the Landlord. The Tenant may further do all necessary work and make all necessary payments in connection therewith including, but not limited to the payment of any attorney's fees, costs and charges of or in connection with any legal action that may have been brought. The Landlord agrees to pay to the Tenant forthwith any amount so paid by the Tenant, together with interest thereon at the maximum legal rate. All sums charged to Landlord by Tenant hereunder shall be indebtedness of Landlord to Tenant payable on demand. If any such indebtedness or any other indebtedness of Landlord to Tenant is due at any time, Tenant may, in addition to other remedies, withhold all rent, accruing hereunder and apply the same to the payment of such indebtedness. If all such indebtedness if not fully paid at the expiration of the original term of this Lease or any extension thereof, Tenant may, at its option, extend this Lease on the same covenants and conditions as herein provided, and continue to withhold rent until such indebtedness if fully paid by application of all rents hereto.

In addition, in the event of breach by Landlord of any covenants, warranty, term or obligation under this Lease on Landlord's part to be performed, and Landlord's failure to cure the same within thirty (30) days after written notice thereof by Tenant, Tenant, at its option, may terminate this Lease, and all obligations of Tenant shall terminate forthwith.

19. **Covenant of Title and Quiet Enjoyment:** Landlord covenants that Landlord is well seized of and has good title to lease the leased premises, does warrant and will defend the title hereto against the claims of any third party, and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the lease premises. If, at any time, Landlord's title or right to

receive rent hereunder is disputed, or there is a change of ownership of the Landlord's estate by act of the parties or operation of law, Tenant may deposit in escrow rent thereafter accruing until Tenant is furnished proof satisfactory to it as the party entitled hereto.

20. **Subordination and Non-disturbance:** This Lease shall be subject and subordinate to the lien of any mortgage which Landlord may place upon the leased premises to finance the cost of construction of the improvements, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extension, modifications or replacements thereof. Provided, however, that if the Lease is in full force and effect, the right of possession of Tenant to the leased premises and Tenant's rights arising out of this Lease shall not be affected or disturbed by the mortgagee in the exercise of any of its rights under the mortgage or the note secured thereby, nor shall Tenant be named as a party defendant to any foreclosure of the lien of mortgage, nor in any other way be deprived of its rights under this Lease. In the event that the mortgagee, or any other person, acquires title to the leased premises pursuant to the exercise of any remedy provided for in the mortgage, this Lease shall not be terminated or affected by said foreclosure or sale, or any such proceeding, and the mortgagee and/or such purchaser at foreclosure sale shall agree that any sale of the leased premises pursuant to the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to this Lease and the rights of the Tenant hereunder. Tenant agrees to attorn to the mortgagee or such person as its new landlord and the Lease shall continue in full force and effect as a direct Lease between Tenant and mortgagee or such other person, upon all the terms, covenants and agreements set forth in this Lease.

The parties hereto agree to execute or obtain execution of such reasonable documents as may be necessary to effectuate said subordination and non-disturbance.

21. **Surrender of Premises**. Tenant shall, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Landlord the building and other permanent improvements on the leased premises in good order, condition and state of repair, reasonable wear and tear excepted.

22. **Holding Over**. In the event Tenant shall continue to occupy the leased premises after the expiration of the term hereof, such holding over shall be deemed to have created a month to month tenancy subject to all the terms and conditions of this Lease.

23. **Invalidity of Provisions**. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is hold invalid or unenforceable, shall not be affected thereby.

24. **Binding on Successors and Assigns:** The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land; and where more than one party shall be Landlords under this Lease, the word "Landlord" whenever used in this Lease shall be deemed to include all parties Landlord jointly and severally.

25. **Amendments:** No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant.

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26. **Merger:** This Lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the leased premises and contains all of the covenants, agreements, and other obligations between the said parties with respect to the leased premises.

27. **Legal Expenses:** In the event of bringing of any action by either party hereto against the other hereon or hereunder, or by reason of the breach of any term, covenant or condition on the part of the other party, or arising out of this Lease, the party in whose favor final judgment shall be entered shall be entitled to have and recover from the other party reasonable attorney's fees to be fixed by the court which shall have rendered such judgment.

28. **Governing Law and Venue**: This Lease shall be governed by and construed under the laws of the state of Florida. Venue for any legal action relating to this Lease shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

29. **Short Form Lease:** This Lease shall not be recorded by Landlord and Tenant who are concurrently herewith executing a Short Form Lease which Landlord and Tenant agree be in a form and executed in a manner sufficient to enable it to be recorded in the governmental office in which there would be recorded a deed covering the leased premises in accordance with the law of the jurisdiction in which the leased premises are located.

30. **Notices:** All notices and other communications required under this Lease shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following addresses:

To Landlord: John R. Prickett, Jr.
Post Office Box 1599
Eustis, Florida 32727

To Tenant: Lake County Tax Collector
P.O. Box 327
Tavares, Florida 32778

Copy to:

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Either party hereto may from time to time change its mailing address by written notice to the other.

31. **Waiver:** The waiver by either party hereto of any term, covenant or condition of this Lease to be performed by the other, shall not be deemed to be a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Tenant have each caused this Lease to be executed as of the day and year first above written.

WITNESSES:

Sign

L.E. Bowen III
Print

Sign

Elaine Platt
Print

LANDLORD:

John R. Prickett, Jr.

WITNESSES:

Sign

Cheryl L. Cowles
Print

Sign

Penny Van Alstine
Print

TENANT:

By:

Robert K. McKee,
Lake County Tax Collector

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Parcel One: **15-19-24-0200-00C-00600**
15-19-24-0200-00C-00100 -

Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15 and 21, Block C, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida, being more fully described as follows: Beginning at the Northeast corner of Lot 15, Block C, thence Southerly along the East line of said Lot 15 and an extension thereof 155.00 feet to the South line of Lot 21 of Block C; thence Westerly along the South line of Lots 21, 13 and 5 of Block C, 139.69 feet; thence southwesterly along a line that is at right angles to the Northeasterly right of way line of U.S. Highway No 27 and 441, 79.50 feet to said Northeasterly right of way line; thence Northwesterly along said Northeasterly right of way line 101.70 feet to the Northwesterly line of said Block C thence Northeasterly along said northwesterly line of Block C 210.56 feet; thence Easterly along the North line of Lots 1, 13, 14 and 15, Block C 79.80 feet to the Point of Beginning.

And Also: An easement across a portion of Lots 6, 7, 8, 9 and 10, Block C, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida, being more fully described as follows: Commencing at the Southeast corner of Lot 10, Block C, thence Westerly along the South line of said Lot 10 for 51.50 feet to the Point of Beginning; thence continue Westerly along the South line of said Lot 10, 29.22 feet to the Northeasterly right of way of U.S. Highway No. 27 and 441; thence Northwesterly along said Northeasterly right of way line 100.50 feet; thence Northeasterly along a line at right angles to the said Northeasterly right of way line 79.50 feet; thence Southeasterly 127.79 feet to the Point of Beginning. This is a non-exclusive easement.

Parcel Two:

Lots 6, 7, 8, 9, 10, 11, 12, 22, 23, 24, 25 and 26, Block C, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida, LESS that part of Lots 6, 7, 8, 9 and 10, Block C, lying west of the following described line: Commencing at the Southeast corner of Lot 10, Block C, thence run Westerly along the South line of said Lot 10 for 51.50 feet to the Point of Beginning of this line; from said Point of Beginning run Northerly to a point on the North line of Lot 6, Block C, said point being located 64.69 feet West of the Northeast corner of said Lot 6, Block C, and the end of this description.



And Also: A portion of Lots 6, 7, 8, 9 and 10, Block C, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida, being more fully described as follows: Commencing at the Southeast corner of Lot 10 of said Block C, thence run Westerly along the South line of said Lot 10 for 51.50 feet to the Point of Beginning, thence continue Westerly along said South line of Lot 10 for 29.22 feet to the Northeasterly right of way of U.S. Highway No. 27 and 441; thence Northwesterly along said Northeasterly right of way line 100.50 feet; thence Northeasterly along a line at right angles to the said Northeasterly right of way line 79.50 feet; thence Southeasterly 127.79 feet to the Point of Beginning. Subject to a non-exclusive easement included in a deed recorded in Official Records Book 610, Page 2241, Public Records of Lake County, Florida.

Parcel Three: **15-19-24-0505-00F-00000**

All of Block F and the South 307 feet of Block G, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida.

Parcel Four: **15-19-24-0004-000-03501**

That part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 19 South, Range 24 East, Lake County, Florida, bounded as described as follows: Begin at the intersection of the North line of the Southeast 1/4 of the said Section 15 with the Easterly line of the right of way of U.S. Highway No. 27; thence run East along the North line of the Southeast 1/4 of the said Section 15 a distance of 200 feet; thence run Southeasterly and parallel with the Easterly line of the right of way of U.S. Highway No. 27, as described in a deed recorded in Deed Book 364, Page 270, Public Records of Lake County, Florida, 175.77 feet, more or less, to a point 150 feet South of the North line of the Southeast 1/4 of the said Section 15, the said point being hereby designated as Point A, begin again at the Point of Beginning; thence run Southeasterly along the Easterly line of the right of way of U.S. Highway No. 27 a distance of 162.77 feet, more or less, to the most Westerly corner of a tract of land conveyed to the State of Florida and described in a deed recorded in Deed Book 374, Page 263, Public Records of Lake County, Florida; thence run North 58°29'45" East along the Northwesterly line of said tract of land 13 feet to the most Northerly corner of the said tract; thence run South 31°30'15" East along the Easterly line of the said tract 20.94 feet, more or less, to a point on the South line of the North 150 feet of the Northeast 1/4 of the Southeast 1/4 of the said Section 15; thence run East and parallel with the North line of the Southeast 1/4 of the said Section 15 a distance of 184.77 feet, more or less, to the above designated Point A.

Parcel Five: **15-19-24-0505-00F-00000**

A tract of land described as follows: Begin at the Southwest corner of Lot 10, Block C, according to the Corrected Plat of North Leesburg Subdivision No. 1, according to the plat thereof as recorded in Plat Book 8, Page 98, Public Records of Lake County, Florida, run thence East along the South line of Blocks C and F, to the West line of Block G; thence Southerly along the Westerly line of said Block G to the South line of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 19 South, Range 24 East, thence West along the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 15 to the Easterly line of the right of way of U.S. Highway No. 441, thence Northwesterly along the Easterly line of said right of way to the Point of Beginning. Subject to the right of ingress and egress of all adjacent property owners of the above described tract.

LEASE AGREEMENT

THIS LEASE (the "Lease") entered into on the ___ day of February, 2023, between **John R. Oldham d/b/a Oldham Properties,** hereafter referred to as "Lessor", and **David W. Jordan, in his capacity as the Lake County Tax Collector,** hereafter referred to as "Lessee,"

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the commercial premises described as 325 N. Barrow Avenue, Tavares, FL 32778, (the "Premises"), consisting of approximately 1,882 square feet, as more particularly described in the attached Exhibit "A", under the terms and conditions set forth below:

1. TERM. The term of this Lease shall be for a period of two (2) years, commencing as of March 1, 2023, and ending at midnight on February 28, 2025 ("Initial Lease Term"). If Lessee is not in default under this Lease, Lessee may extend this Lease for one (1) additional term of two (2) years by giving written notice of intent to extend, which is actually received by Lessor no later than 90 days prior to the end of the then – current term, and upon the written consent of Lessor ("Renewal Term").

2. RENT. Lessee agrees to pay to Lessor, as Annual Base Rent, during the Initial Lease Term without notice, demand, deduction or offset, the sum of Thirty Thousand Dollars and no cents ($30,000.00), ("Annual Base Rent"). The Annual Base Rent shall be paid in advance in equal monthly installments, as provided in the chart below. Upon execution and delivery of this Lease, Lessee shall pay Lessor the sum of Two Thousand Five Hundred Dollars and no Cents ($2,500.00) as first month's rent.

Each installment of Rent is payable in advance, on the 1st day of each calendar month, beginning on March 1, 2023, and shall be paid to Lessor at P.O. Box 1012, Tavares, FL

32778, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee. If Lessee remains in possession after the termination date, as a month-to-month tenant, Lessor may adjust the rental amount at any time, and from time to time, by giving not less than 60 days written notice to Lessee.

During the Initial Lease Term and thereafter the Annual Base Rent shall be paid to Lessor in accordance with the following schedule:

Time Period	**Base Rent (Per RSF Per Annum)**	**Annual Base Rent**	**Monthly Base Rent**
March 1, 2023 – February 29, 2024	$15.94	$30,000.00	$2,500.00
March 1, 2024 – February 28, 2025	$16.42	$30,900.00	$2,575.00

During any approved Renewal Term, the Annual Base Rent shall be paid to Lessor in accordance with the following schedule:

March 1, 2025 – February 28, 2026	$16.91	$31,827.00	$2,652.25
March 1, 2026 – February 28, 2027	$17.42	$32,781.84	$2,731.82

Time is of the essence in this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so before the 5th day of the month will result in Lessee incurring a late fee in the amount of 5% of the rental amount overdue, or $25.00, whichever is greater, will be imposed. If Lessee tenders a check to Lessor which is returned due to insufficient funds, then Lessor shall have the right, by giving written notice to Lessee, to require that in the future all payments of rent under this Lease be made in cash, by money order, or by cashier's check. If rent is not paid before the 5th day of the month and after Lessor first giving ten (10) days written notice of default to Lessee, Lessee fails

to pay rent within the required cure period, Lessor shall be entitled to pursue any remedy allowed by law or under this Lease for a default.

3. USE. The Premises shall be used only as professional offices. The Lessee shall make no unlawful or offensive use of the Premises, nor shall any activity be carried on at the Premises, which constitutes a nuisance to surrounding property.

Lessee shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to Lessee's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's Premises.

Without in any way limiting the generality of any other provision of this Lease related to the use of the Premises, Lessee shall refrain from the following activities at the Premises: dry cleaning plant, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash. No loudspeakers, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the Premises. Notwithstanding the foregoing, from time to time, Tenant shall be allowed to play music

(live or otherwise) outside the premises during weekends and special events. The volume shall be kept at a reasonable level as to not violate code or disturb the business of other tenants as determined by the Lessor or local governing agencies, as the case may be. The following types of sales shall not be conducted on or about the Premises: sales using the auction method of selling, fire sales; and closing out, lost lease, moving, going out of business or any similar sales. In addition, the Premises shall not be used for a day care center.

4. DEPOSIT. To secure performance by Lessee of its financial obligations hereunder, a security deposit of $2,500.00 has been placed with Lessor at the time of execution of this Lease. Upon any default by Lessee under this Lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and if such damages exceed the security deposit amount, Lessor may recover the difference from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The deposit shall be returned to Lessee within thirty (30) days from the end of this Lease.

5. UTILITIES. Lessee shall be responsible for all utilities serving the Premises, including electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, and impact fees. All other utilities including, but not limited to telephone, cable, and janitorial services shall be paid by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay the utility charges it is responsible for when due.

6. TAXES. Lessee is tax exempt and not required to pay sales tax on rent, personal property taxes, intangible personal property or ad valorem taxes. Lessor shall pay the real property taxes and any special assessments on the Premises.

7. INSURANCE. Lessor may insure the building against damage, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with the operation and maintenance of the Premises, with limits of not less than $1,000,000.00 combined single limit coverage for damages incurred or claimed for death, bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.

B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the Premises, as required by law.

C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to Lessor by Lessee prior to occupancy of the Premises by Lessee, together with evidence that the premiums have been paid. Each policy shall contain a waiver of subrogation in favor of Lessor, and a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Lessor by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, and which have an "A" rating or better from A.M. Best.

8. MAINTENANCE. By executing this Lease, the Lessee accepts the Premises "AS-IS, WHERE IS" as of the commencement date without representation or warranty by Lessor. Notwithstanding, prior to delivery of the Premises to Lessee, Lessor shall, at its sole cost and expense, ensure that the HVAC, electrical, plumbing, and mechanical systems are in good working order and repair.

Lessor shall maintain only the roof and the exterior of the building, and the Common Areas. Lessor shall repair any and all roof leaks, and shall continue, at its expense, to keep said roof in a state of good repair at all times. In addition thereto, Lessor shall repair any major structural defects, or any existing or future damage to the interior walls or ceiling of the Premises, not caused by the negligent or deliberate acts of Lessee, its patrons, guests, agents, servants, or employees.

Lessee shall maintain a heating and air conditioning systems (HVAC), which includes but is not limited to, changing air conditioning filters every 30 days or on an as needed basis, whichever is more frequent, throughout the term of this Lease. In the event any HVAC repairs or

replacement is/are required, Lessee shall have an annual HVAC deductible of $750.00 per unit. In addition, Lessee shall maintain the plumbing and electrical systems and the interior of the building. The Premises shall be returned to Lessor at the end of this Lease in as good a condition, or better, as existed when Lessee took possession, excepting only ordinary wear and tear. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices, including, but not limited to smoke detectors, fire extinguishers, and fire alarms, adequate for each room of Premises in accordance with the City of Tavares and State of Florida fire safety codes and requirements, PROVIDED HOWEVER that if any governmental entity with jurisdiction over the Premises imposes a requirement that the Premises be served by a fire sprinkler system, Lessor shall pay the expense of installing and maintaining the sprinkler system, including engineering and design as well as actual installation. Proof of said compliance and regular inspections of the fire safety equipment shall be provided to Lessor upon request.

10. ENTRY AND INSPECTION. During regular business hours and with 48-hour prior notice to Lessee, except in the case of emergencies, Lessor may enter the Premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor shall provide written notice of said deficiency to Lessee. If the deficiency is not brought into compliance by Lessee within 15 days of receiving written notice, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee.

Lessor may show the Premises to prospective purchasers and Mortgagees, and during the 60 days prior to termination of this Lease, to prospective tenants, during business hours and with 48-hour prior notice to Lessee.

11. ADDITIONAL RENT. This is a gross lease and Lessee shall not be required to pay additional rent.

12. SIGNAGE. Lessee shall be permitted to install, subject to Landlord's written approval, at its sole cost and expense, the maximum on-building signage permitted identifying Lessee's business, subject to compliance with all applicable laws, codes, regulations and ordinances. Once approved by the Landlord in writing, the on-building signage may be placed accordingly. All signs must conform to the general architecture and style of the property as defined, if applicable. The Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the Premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured.

13. ALTERATIONS AND IMPROVEMENTS. Lessor shall deliver the Premises to Lessee "As Is". No other alterations or improvements to the Premises shall be made by Lessee unless Lessor has reviewed the plans and has given its written consent before commencement of any such work.

14. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the Premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the Premises to be released

therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the Premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided.

15. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the Premises.

C. Lessor represents that to the best of its knowledge, the Premises does not contain hazardous materials. Any cleanup, remediation and/or removal of any hazardous materials or environmental contamination found in, on or under the Premises that were left by or caused by others prior to the date of this Lease and Lessee taking possession of the Premises shall not be the responsibility of Lessee.

16. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee warrants that the condition of the Premises is acceptable to Lessee based on its own knowledge and experience, subject only to such improvements as Lessor has agreed to make in this Lease, and that Lessee is not relying on any promise or

representation of Lessor concerning the condition of the Premises, in entering into this Lease, other than those specifically set forth in this document.

B. Lessee has assured itself that the zoning of the Premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the Premises, and assure that all of its employees and any independent contractors providing services at the Premises also maintain all required licenses and permits.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.

E. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and both Lessee and the persons signing on its behalf warrant that the person signing this Lease is authorized to bind Lessee.

F. **EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, ARE WAIVED BY LESSEE,**

AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS" CONDITION.

17. Deleted.

18. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the Premises is damaged by fire or other casualty, and the casualty damages 25% or more of the Premises covered by this Lease, Lessor shall have the option to repair the damage or to terminate this Lease. If the damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the Premises. If Lessor elects to repair damage, which is not caused by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, and the Premises are untenable, Lessee's rent shall be completely abated during the repair period and for an additional 30-days following the date Lessor completes its repairs and delivers the Premises to Lessee. If Lessor is unable to complete the repairs and deliver the Premises to Lessee within 180 days of the fire or other casualty, Lessee shall have the right to terminate the Lease, receive a refund of deposit and neither party shall have any further obligation thereunder. If Lessor repairs the damage, any proceeds payable on Lessor's policy of insurance shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.

If the Premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, then Lessor may repair such damage and restore the Premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

19. BANKRUPTCY. This Lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this Lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

20. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any continuing or subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent or continuing breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

21. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) business days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the Premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder within 5 days of the date when it first falls due, and if such past due rent is not paid along with any penalties and late charges, within ten (10) days ("Cure Period") after written notice given by Lessor to Lessee, then in accordance to applicable law through legal proceedings, Lessor may retake possession of the Premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, Lessee shall surrender the Premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the Premises and be subject to remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of $75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the Premises to Lessor in accordance with this Lease, after termination or expiration hereof, PROVIDED HOWEVER that if Lessor and Lessee are in current negotiations for an extension or renewal of this Lease on the date of expiration, Lessee may remain in the Premises for a period of no longer than one (1) additional calendar month to allow the negotiations to be concluded, at which time Lessee must vacate the Premises if no written renewal or extension has been signed.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and reasonable attorney's fees incurred by it as a result of the default by Lessee, if Lessor prevails in the lawsuit. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

Notwithstanding the provisions set forth hereinabove, if either the Lessor or the Lessee should fail to perform or should breach any agreement of this Lease, other than the agreement of the Lessee to pay rent for ten days after written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement, and the prevailing party in the litigation shall be paid, by the losing party, all expenses of such litigation, including a reasonable attorneys' fee.

22. REMEDIES CUMULATIVE. Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

23. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this Lease, other than the payment of rent, which is not paid within a period of 30 days from the date it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

24. ASSIGNMENT. With the exception of an assignment of this Lease to Lake County, Florida, which Lessor specifically consents to, this Lease may not be assigned by Lessee, nor may Lessee sublet the Premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that the change in use does not violate zoning laws or municipal codes. In the event of any Lessor approved assignment or sublease by the Lessee, the assignee or sublessee shall explicitly agree to be bound by the terms and obligations of this Lease. Furthermore, despite any such assignment or sublease, the Lessee shall at all times remain responsible for ensuring compliance with the terms and obligations of this Lease, along with the assignee or sublessee. Lessor shall not be required to consent to any sublease or assignment whatsoever for as long as any default by Lessee remains in existence.

If this Lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this Lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the Premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this Lease;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this Lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership to less than 51%;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, change in the membership of a limited liability company, or other change inequity ownership of any Lessee which is not a natural person, the result of which is to reduce the equity interest of those equity participants extant at the commencement of this Lease to less than 51%.

25. MEMORANDUM. Either party may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the Premises.

26. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, renewal rights, rental amount and acceleration provisions, termination date and other material terms and conditions of this Lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the Premises, or hereafter executed by Lessor. In furtherance of this requirement, Lessee also agrees to execute such subordination documents as may reasonably be required by a lender making a loan secured by the Premises.

27. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the Premises or claim any interest superior thereto.

28. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, after Lessor has notified Lessee of Lessee's breach of such obligations and Lessee has failed to cure the breach within a reasonable time as specified in such notice, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, in addition to any other relief granted.

29. GOVERNING LAW. This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts

of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

30. NOTICES. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by UPS, Federal Express or other overnight courier delivery service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed or sent in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark or delivery to the courier service, as the case may be, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor at the address specified for payment of rent.

John R. Oldham
P.O. Box 1012
Tavares, FL 32778

B. To Lessee by mailing or delivery to Lessee at:

David W. Jordan, Lake County Tax Collector
325 N. Barrow Avenue
Tavares, FL 32778
Randy Van Alstine
352-253-2103
randy.vanalstine@laketax.com

31. CONSTRUCTION. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify

the text of this Lease in any manner. This Lease shall not be construed more strongly against one party or the other based on which party drafted the Lease.

32. NATURE OF AGREEMENT. This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. Lessee warrants that the execution of this Lease by Lessee has not been induced by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, promises or undertakings of Lessor whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. As a material inducement to Lessor to enter into this Lease, Lessee hereby waives any reliance on any promise, statement, representation, negotiation or agreement of Lessor which is not specifically set forth in this document. This Lease may not be amended orally, by waiver or acquiescence, by course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto.

33. BINDING EFFECT. This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

34. CONDEMNATION. In the event all or any portion of the Premises is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the Premises, as the case may be, at its own expense, and keep this Lease in force.

35. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

36. ADA COMPLIANCE. If during the life of this Lease including any timely extensions, any alterations or improvements to the Premises (excluding the Common Areas) are required in order to comply with the Americans with Disabilities Act, such improvements shall be the responsibility of the Lessee. Lessor shall be responsible for such improvements only within the Common Areas. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the Premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and reasonable attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business.

37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

38. BROKER REPRESENTATION/COMMISSION. Grizzard Commercial Real Estate Group LLC (Daniel Tatro, Agent) represents Lessor ("Landlord Broker"). Lessor shall compensate Lessor Broker based on a separate agreement. Lessor and Lessee represent to each other that there is no other broker or agent involved in this transaction other than those named herein and shall indemnify each other and brokers from any claim that may arise.

39. CONFIDENTIALITY. All information presented herein shall remain confidential between Lessee, Lessor, their agents and representatives.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

LESSEE: David W. Jordan, Lake County Tax Collector

BY: David W. Jordan
David W. Jordan, Tax Collector

DATE: February 21, 2023

LESSOR: John R. Oldham d/b/a Oldham Properties

BY: John R. Oldham
John R. Oldham

DATE: February 23, 2023

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EXHIBIT "A"
THE PREMISES

This page is Confidential & Exempt per Section 119.07(3)(a)1, Florida Statutes.



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LEASE AGREEMENT

This LEASE (the "Lease") entered into on the 26th day of June 2023, between **Thomas & JoAnna Scott,** hereafter referred to as "Lessor", and **David W. Jordan, in his capacity as the Lake County Tax Collector,** hereafter referred to as "Lessee,"

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the commercial premises described as 322 North Disston Ave, Tavares, Fl 32778 (the "Premises"), as more particularly described in the attached Exhibit "A", under the terms and conditions set forth below:

1. **TERM.** The term of this Lease shall be for a period of two (2) years, commencing as of July 1, 2023, and ending at midnight on June 30, 2025 ("Initial Lease Term"). If Lessee is not in default under this Lease, Lessee may extend this Lease for one (I) additional term of two (2) years by giving written notice of intent to extend, which is actually received by Lessor no later than 90 days prior to the end of the then - current term, and upon the written consent of Lessor ("Renewal Term").

2. **RENT.** Lessee agrees to pay to Lessor, as Annual Base Rent, during the Initial Lease Term without notice, demand, deduction or offset, the sum of Twenty-Six Thousand Four Hundred Dollars and no cents $(26,400.00) ("Annual Base Rent"). The Annual Base Rent shall be paid in advance in equal monthly installments, as provided in the chart below. Upon execution and delivery of this Lease, Lessee shall pay Lessor the sum of Two Thousand Two Hundred Dollars and no Cents ($2,200.00) as first month's rent. Each installment of Rent is payable in advance, on the 1s1 day of each calendar month, beginning on July 1, 2023, and shall be paid to Lessor at: **1319 Lake Shore Blvd, Tavares, Fl 32778** or in such other manner as Lessor may, from time to time, direct by written notice to Lessee. If Lessee remains in possession after the termination date, as a month-to-month tenant, Lessor may adjust the rental amount at any time,

and from time to time, by giving not less than 60 days' written notice to Lessee.

During the Initial Lease Term and thereafter the Annual Base Rent shall be paid to Lessor in accordance with the following schedule:

Time Period	Annual Base Rent	Monthly Base Rent
July 1, 2023 – June 30, 2025	$ 26,400.00	$2,200.00

During any approved Renewal Term, the Annual Base Rent shall be paid to Lessor in accordance with the following schedule:

July 1, 2025 – June 30, 2026	$ 27,600.00	$2,300.00
July 1, 2026 - June 30, 2027	$28,800.00	$2,400.00

Time is of the essence in this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so before the 5th day of the month will result in Lessee incurring a late fee in the amount of 5% of the rental amount overdue, or $25.00, whichever is greater, will be imposed. If Lessee tenders a check to Lessor which is returned due to insufficient funds, then Lessor shall have the right, by giving written notice to Lessee, to require that in the future all payments of rent under this Lease be made in cash, by money order, or by cashier's check. If rent is not paid before the 5th day of the month and after Lessor first giving ten (10) days written notice of default to Lessee, Lessee fails to pay rent within the required cure period, Lessor shall be entitled to pursue any remedy allowed by law or under this Lease for a default.

3. USE. The Premises shall be used only as professional offices. The Lessee shall make no unlawful or offensive use of the Premises, nor shall any activity be carried out on at the Premises, which constitutes a nuisance to surrounding property. Lessee shall not allow the production, use, handling, or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against *all* claims for damages or other relief, plus attorney's fees and costs, due to Lessee's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers, and anyone else on Lessee's Premises. Without in any way limiting the generality of any other provision of this Lease related to the use of the Premises, Lessee shall refrain from the following activities at the Premises: dry cleaning plant, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, massage parlor, adult book store, pin ball or electronic game room, a so- called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash. No loudspeakers, phonographs, radios, or other devices shall be used in a manner so as to be heard outside of the Premises.

The following types of sales shall not be conducted on or about the Premises: sales using the auction method of selling, fire sales; and closing out, lost lease, moving, going out of business or any similar sales. In addition, the Premises shall not be used for a day care center.

4. DEPOSIT. Waived.

5. UTILITIES. Lessee shall be responsible for all utilities serving the Premises, including electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, and impact fees. All other utilities including, but not limited to telephone, cable, and janitorial services shall be paid by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay the utility charges it is responsible for when due.

6. TAXES. Lessee is tax exempt and not required to pay sales tax on rent, personal property taxes, intangible personal property or ad valorem taxes. Lessor shall pay the real property taxes and any special assessments on the Premises.

7. INSURANCE. Lessee shall provide, pay for, and maintain in force at all times during the term of this Lease, liability insurance adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the Leased Premises and equipment thereon at a minimum of $1,000,000 combined single limit. Lessor shall provide, pay for, and maintain in force at all times during the term of this Lease, insurance to cover the building at a minimum of full insurable value. It is agreed that Lessee has the right to self-insure any of the required insurance coverage. At Lessor's request, Lessee shall provide Lessor with an insurance certificate showing that such insurance is in full force and effect during the time of lease.

8. MAINTENANCE. By executing this Lease, the Lessee accepts the Premises "AS-IS, WHERE IS" as of the commencement date without representation or warranty by Lessor. Notwithstanding, prior to delivery of the Premises to Lessee, Lessor shall, at its sole cost and expense, ensure that the HVAC, electrical, plumbing, and mechanical systems are in good working order and repair. Lessor shall maintain only the roof and the exterior of the building. Lessor shall repair any and all roof leaks, and shall continue, at its expense, to keep said roof in a state of good repair at

all times. In addition, thereto, Lessor shall repair any major structural defects, or any existing or future damage to the interior walls or ceiling of the Premises, not caused by the negligent or deliberate acts of Lessee, its patrons, guests, agents, servants, or employees.

Lessee shall maintain a heating and air conditioning systems (HVAC), which includes but is not limited to, changing air conditioning filters every 30 days or on an as needed basis, whichever is more frequent, throughout the term of this Lease. In the event any HVAC repairs or replacement is/are required, Lessee shall have an annual HVAC deductible of $750.00 per unit. In addition, Lessee shall maintain the plumbing and electrical systems and the interior of the building. The Premises shall be returned to Lessor at the end of this Lease in as good a condition, or better, as existed when Lessee took possession, excepting only ordinary wear and tear. Nothing in this paragraph shall apply to damage by fire or another casualty.

9. **FIRE EQUIPMENT.** Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices, including, but not limited to smoke detectors, fire extinguishers, and fire alarms, adequate for each room of Premises in accordance with the City of Tavares and State of Florida fire safety codes and requirements, PROVIDED HOWEVER that if any governmental entity with jurisdiction over the Premises imposes a requirement that the Premises be served by a fire sprinkler system, Lessor shall pay the expense of installing and maintaining the sprinkler system, including engineering and design as well as actual installation. Proof of said compliance and regular inspections of the fire safety equipment shall be provided to Lessor upon request.

10. **ENTRY AND INSPECTION.** During regular business hours and with 48-hour prior notice to Lessee, except in the case of emergencies, Lessor may enter the Premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection

reveals deficiencies, Lessor shall provide written notice of said deficiency to Lessee. If the deficiency is not brought into compliance by Lessee within 10 days of receiving written notice, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee. Lessor may show the Premises to prospective purchasers and Mortgagees, and during the 60 days prior to termination of this Lease, to prospective tenants, during business hours and with 48-hour prior notice to Lessee.

11. **ADDITIONAL RENT.** This is a gross lease and Lessee shall not be required to pay additional rent.

12. **SIGNAGE.** Lessee shall be permitted to install, subject to Landlord's written approval, at its sole cost and expense, the maximum on-building signage permitted identifying Lessee's business., subject to compliance with all applicable laws, codes, regulations and ordinances. Once approved by the Landlord in writing, the on-building signage may be placed accordingly. All signs must conform to the general architecture and style of the property as defined, if applicable. The Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the Premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statuto1y performance and payment bonds shall be secured.

13. **ALTERATIONS AND IMPROVEMENTS.** Lessor shall deliver the Premises to Lessee "As Is". No other alterations or improvements to the Premises shall be made by Lessee unless Lessor has reviewed the plans and has given its written consent before commencement of any such work.

14. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the Premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the Premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer, or materialmen performing work or providing materials for the Premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided.

15. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

Lessor has good title to the Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity; So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the Premises. Lessor represents that to the best of its knowledge; the Premises does not contain hazardous materials. Any cleanup, remediation and/or removal of any hazardous materials or environmental contamination found in, on or under the Premises that were left by or caused by others prior to the date of this Lease and Lessee taking possession of the Premises shall not be the responsibility of Lessee.

16. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee warrants that the condition of the Premises is acceptable to Lessee based on its own knowledge and experience, subject only to

such improvements as Lessor has agreed to make in this Lease, and that Lessee is not relying on any promise or representation of Lessor concerning the condition of the Premises, in entering into this Lease, other than those specifically set forth in this document.

B. Lessee has assured itself that the zoning of the Premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the Premises, and assure that all of its employees and any independent contractors providing services at the Premises also maintain all required licenses and permits.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every item, covenant and agreement of this Lease.

E. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and both Lessee and the persons signing on its behalf warrant that the person signing this Lease is authorized to bind Lessee.

F. EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED, OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE Premises IN "AS-IS" CONDITION.

17. **DESTRUCTION OF PREMISES.** In the event the Leased Premises are partially or totally destroyed or so damaged or injured by fire or other casualty that the premises shall be rendered untenantable during the term of this Lease Agreement, then Lessee may cancel this Lease Agreement. The cancellation mentioned herein shall be evidenced in writing. Additionally, in the event of such damage or destruction, the rent under this Lease Agreement shall be abated for the time during which the Leased Premises may not be used by Lessee. Lessee shall be entitled to receive a pro rata refund of any advance rent paid by it for the period during which the premises were unusable by reason of said destruction or damage.

18. **BANKRUPTCY.** This Lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this Lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any continuing or subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent or continuing breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) business days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the Premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. Should Lessee immediately and rent or additional rent hereunder within 5 days of the date when it first falls due, and if such past due rent is not paid along with any penalties and late charges, within ten (10) days ("Cure Period") after written notice given by Lessor to Lessee, then in accordance to applicable law through legal proceedings, Lessor may retake possession of the Premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise. Upon termination of this Lease, Lessee shall surrender the Premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the Premises and be subject to remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of $75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the Premises to Lessor in accordance with this Lease, after termination or expiration hereof,

PROVIDED HOWEVER that if Lessor and Lessee are in current negotiations for an extension or renewal of this Lease on the date of expiration, Lessee may remain in the Premises for a period of no longer than one (1) additional calendar month to allow the negotiations to be concluded, at which time Lessee must vacate the Premises if no written renewal or extension has been signed.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and reasonable attorney's fees incurred by it as a result of the default by Lessee, if Lessor prevails in the lawsuit. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture. Notwithstanding the provisions set forth hereinabove, if either the Lessor or the Lessee should fail to perform or should breach any agreement of this Lease, other than the agreement of the Lessee to pay rent for ten days after written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement, and the prevailing party in the litigation shall be paid, by the losing party, all expenses of such litigation, including a reasonable attorneys' fee.

21. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this Lease, other than the payment of rent, which is not paid within a period of 30 days from the date it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This Lease may not be assigned by Lessee, nor may Lessee sublet the Premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that the change in use does not violate zoning laws or municipal codes. In the event of any Lessor approved assignment or sublease by the Lessee, the assignee or sublessee shall explicitly agree to be bound by the terms and obligations of this Lease. Furthermore, despite any such assignment or sublease, the Lessee shall at all times remain responsible for ensuring compliance with the terms and obligations of this Lease, along with the assignee or sublessee. The lessor shall not be required to consent to any sublease or assignment whatsoever for as long as any default by Lessee remains in existence.

If this Lease is assigned to any person or entity pursuant to the provision of Title 11, US.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under

this Lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confining such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the Premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this Lease;
b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this Lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Lease to less than 51%;
d. Any change in the partners of a lessee which is a general partnership to less than 51%;
e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, change in the membership of a limited liability company, or other change inequity ownership of any Lessee which is not a natural person, the result of which is to reduce the equity interest of those equity participants extant at the commencement of this Lease to less than 51%.

24. MEMORANDUM. Either party may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the Premises.

25. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating: That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist; The term, renewal rights, rental amount and acceleration provisions, termination date and other material terms and conditions of this Lease; That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the Premises, or hereafter executed by Lessor. In furtherance of this requirement, Lessee also agrees to execute such subordination documents as may reasonably be required by a lender making a loan secured by the Premises.

26. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant Lessee agrees that it shall not challenge the fee title of Lessor in the Premises or claim any interest superior thereto.

27. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, after Lessor has notified Lessee of Lessee's breach of such obligations and Lessee has failed to cure the breach within a reasonable time as specified in such notice, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, in addition to any other relief granted.

28. **GOVERNING LAW.** This Lease shall be applied to and construed in accordance with the Laws of Florida. The venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

29. NOTICES. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by UPS, Federal Express or other overnight courier delivery service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed or sent in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark or delivery to the courier service, as the case may be, and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time to the Lessor at the address specified for payment of rent.

To Lessee by mailing or delivery to Lessee at:

David W. Jordan, Lake County Tax Collector
PO Box 327
Tavares, Fl 32778

Randy Van Alstine 352-253-2103
randy.vanalstine@laketax.com

30. CONSTRUCTION. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner. This Lease shall not be construed more strongly against one party or the other based on which party drafted the Lease.

31. **NATURE OF AGREEMENT.** This Lease sets forth the entire agreement of the parties: it takes precedence over all prior representations, negotiations, and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. Lessee warrants that the execution of this Lease by Lessee has not been induced by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, promises or undertakings of Lessor whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. As a material inducement to Lessor to enter into this Lease, Lessee hereby waives any reliance on any promise, statement, representation, negotiation, or agreement of Lessor which is not specifically set forth in this document. This Lease may not be amended orally, by waiver or acquiescence, by course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto.

32. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. **CONDEMNATION.** In the event all or any portion of the Premises is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate th.is Lease or to repair and restore the remaining portion of the Premises, as the case may be, at its own expense, and keep this Lease in force.

34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from, and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. **ADA COMPLIANCE.** If during the life of this Lease including any timely extensions, any alterations, or improvements to the Premises (excluding the Common Areas) are required in order to comply with the Americans with Disabilities Act, such improvements shall be the responsibility of the Lessee. Lessor shall be responsible for such improvements only within the Common Areas. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the Premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and reasonable attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business.

36. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. **CONFIDENTIALITY.** All information presented herein shall remain confidential between Lessee, Lessor, their agents and representatives.

Except as hereinbefore set forth, all terms, provisions and conditions contained in the Lease shall remain in full force and effect during the Lease Term and any renewal or extension thereof.

"LANDLORD"	"TENANT"
Thomas & JoAnna Scott	David W. Jordan, in his capacity as Lake County Tax Collector
By: Joanna Scott (Jun 27, 2023 07:25 EDT)	By: David W. Jordan
Thomas or JoAnna Scott	David W. Jordan
DATE: Jun 27, 2023	DATE: Jun 27, 2023

EXHIBIT "A"
THE PREMISES

PROPERTY RECORD CARD

General Information

Name:	SCOTT THOMAS G JR & JOANNA S	**Alternate Key:**	1689724
Mailing Address:	PO BOX 988 TAVARES, FL 32778-0988 *Update Mailing Address*	**Parcel Number:**	28-19-26-1700-025-00C01
		Millage Group and City:	00T1 Tavares
		2022 Total Certified Millage Rate:	19.7472
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	322 N DISSTON AVE TAVARES FL, 32778	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	TAVARES, ST CLAIR-ABRAMS EXT BEG AT NW COR OF LOT C, BLK 25, RUN S 75 FT, E 135 FT, N TO N LINE OF BLK, SW'LY TO POB PB 1 PG 53 ORB 2794 PG 1267		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	OFFICE 1 STORY (1700)	0	0		10935.000	Square Feet	$0.00	$58,218.00

Click here for Zoning Info Map FEMA Flood

Commercial Building(s)

Building 1

Commercial

Building Value: $166,061.00
Building Use: OFFICE BLDG 1 STORY (17C)
Structure Type:

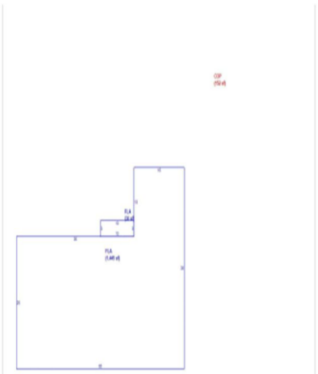
Summary	
Year Built:	2020
Total Effective Area:	1627
Full Bathrooms:	1
Half Bathrooms:	1
Elevators:	0
Elevator Landings:	0
Residential Units:	0
Kitchens:	0

Section(s)

Section Type	No. Stories	Ground Floor Area
COMMERCIAL CANOPY (COP)	1.00	152
FINISHED LIVING AREA (FLA)	1.00	1475

View Larger

Fireplaces: 0



Miscellaneous Improvements

There is no improvement information to display.

Estimated Costs for Tax Collector's Lease

	2026 Rent - May thru Sept plus CAM (if applicable)	2027 Rent plus CAM (if applicable)	Estimated Real Estate Taxes for 2027	Estimated Janitorial for 2027	Estimated Pest Control for 2027	
Prickett Lease	$67,500.00	$162,000.00	$23,343.05	$24,000.00	$720.00	
Oldham Lease	$25,094.85	$60,227.64	$11,290.08	$24,000.00	$360.00	
Scott Lease	$12,000.00	$28,800.00		$24,000.00	$240.00	
Jawad Lease	$42,659.15	$102,381.96		$24,000.00	$360.00	
Southridge Lease	$40,031.25	$96,075.00		$24,000.00	$480.00	
						2027 Estimated Total
Total Estimated Costs:	$187,285.25	$449,484.60	$34,633.13	$120,000.00	$2,160.00	**$606,277.73**

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/12/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42800
BY: Sandra Lara, Senior Paralegal
SUBJECT: Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement

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RECOMMENDATION/REQUIRED ACTION:
Recommend approval and execution of the Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement between Florida Department of Transportation, Lake~Sumter Metroplanning Organization, the East Central Florida Regional Planning Council, the Lake County Community Transportation Coordinator, and the Sumter County Community Transportation Coordinator as required under the authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5303, as a condition to the receipt of federal capital or operating assistance.

This agreement will supersede and replace the previous agreement dated August 26, 2015.

There is no fiscal impact.

BACKGROUND SUMMARY: The Federal Government, under the authority of Title 23 United States Code (USC) Section 134 and Title 49 USC Section 5303 requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area.

Title 23 Code of Federal Regulations Section 450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning and programming.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Partial Exe_Intergovernmental Coordination_2026

STAFF APPROVALS AND DATES:

Sandra Lara	Created/Initiated - 03/12/2026
Melanie Marsh	Approved - 03/13/2026
Ron Falanga	Approved - 03/13/2026
Kandace Pourbaix	Approved - 03/14/2026
Miranda Lanoue	Approved - 03/16/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this _____ day of _____, 2026, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the LAKE~SUMTER METROPLANNING ORGANIZATION (MPO); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (RPC); the LAKE COUNTY COMMUNITY TRANSPORTATION COORDINATOR and the SUMTER COUNTY COMMUNITY TRANSPORTATION COORDINATOR; collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Lake~Sumter Metropolitian Planning Organization, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated August 26, 2015, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

ARTICLE 1
RECITALS AND DEFINITIONS

1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

(a) **Agreement** means this instrument, as may be amended from time to time.

(b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.

(c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.

(d) **FHWA** means the Federal Highway Administration.

(e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.

(f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

(g) **Metropolitan Planning Organization (MPO)** means the Lake~Sumter Metropolitan Planning Organization formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).

(h) **Regional Planning Council (RPC)** means the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29-E, F.A.C.

(i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Oorganization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.

(j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2
PURPOSE

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3
COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The MPO shall cooperate with the Lake County Community Transportation Coordinator, the Sumter County Community Transportation Coordinator, the ECFRPC, the City of Leesburg and the Leesburg International Airport, the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX (collectively, "Transportation Authorities") to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.

(b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member

of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.

(b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:

(i) each comprehensive plan's future land use element;

(ii) the goals, objectives, and policies of each comprehensive plan; and

(iii) the zoning, of each local government in the Metropolitan Planning Area.

(2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.

(3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so

indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

(a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.

(1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;

(2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and

(3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5
CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District Director for Planning and Programs

MPO: Michael Woods, Executive Director, 1300 Citizens Blvd., Leesburg, FL 34748

RPC: Commissioner Craig Curry, Chair, 455 North Garland Avenue, Suite 414, Orlando, FL 32801

Florida Department of Transportation: District Director for Planning and Programs

Lake County Community Transportation Coordinator: Administrator, 315 West Main Street, Tavares, FL 32778

Sumter County Community Transportation Coordinator: Administrator, 7375 Powell Road, Wildwood, FL 34785

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6
MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word "shall" is mandatory, and "may" is permissive.

6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency

Attorney: _____

Name: _____

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement.

Lake~Sumter Metroplolitan Planning Organization

Sean M. Parks, Chariman

Approved as to Form and Legality:

#100823 Melanie Marsh, MPO Attorney

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement.

East Central Florida
Regional Planning Council

Craig Curry, Chair

Attest:

Sara McCue

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

_____
Donald Wiley, Chairman

This _____ day of _____, 2025.

ATTEST:

_____
Erin C. Munz
Clerk & Auditor

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/10/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41882
BY: Lynne McNamara, Emergency Management Associate
SUBJECT: 2026 Lake County Multi-Jurisdictional Local Mitigation and Resilience Strategy Plan

---

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval to adopt the updated 2026 Lake County Multi-Jurisdictional Local Mitigation and Resilience Strategy Plan and authorize the Chairman to execute the accompanying Resolution.

There is no fiscal impact.

BACKGROUND SUMMARY: On February 9, 2021, the Board of County Commissioners (Board) approved the previous version of the Lake County Multi-Jurisdictional Local Mitigation Strategy (LMS) Plan.

In early 2025, the Lake County LMS Working Group, which includes the Lake County Office of Emergency Management (LCOEM), various county departments and offices, the 14 municipal jurisdictions, the Villages Community Development District, and other key organizations, convened to provide input on updating the LMS, as required by law every five years. LCOEM incorporated the Working Group's suggested revisions into the updated LMS, resulting in a revised multi-jurisdictional local mitigation plan that identifies potential vulnerabilities and proposes projects to address them. Municipalities and the County reviewed the project list for accuracy and assigned priorities to each project. The Working Group agreed to update the Local Mitigation Strategy to include resilience, reflecting the broader scope beyond Federal mitigation funding. Including Resilience to the LMS updates the plan name to the Local Mitigation and Resilience Strategy (LMRS).

Lake County's updated LMRS was submitted to the Florida Division of Emergency Management (FDEM) on September 5, 2025. On March 6, 2026, Lake County received notice that the LMRS had been approved, pending Board adoption. Once the Board adopts the plan, the Federal Emergency Management Agency (FEMA) will issue formal approval of the Lake County LMRS. Additionally, following Board approval, the updated LMRS will be presented to all Lake County municipalities for their adoption.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	2026 LMRS Overview and Summary of Changes for County Leadership
2.	FDEM.Lake County.LMSAPALetter 3.6.26-updated
3.	Resolution_Adopting Multi-Jurisdictional Hazard Mitigation and Resilience Plan

---

STAFF APPROVALS AND DATES:

Lynne McNamara	Created/Initiated - 03/10/2026
Megan Milanese	Approved - 03/10/2026
Thomas Carpenter	Approved - 03/25/2026
Miranda Lanoue	Approved - 03/26/2026
Ron Falanga	Approved - 03/26/2026
Kandace Pourbaix	Approved - 03/26/2026
Miranda Lanoue	Approved - 03/26/2026
Jaime Stewart	Approved - 03/26/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Office of Emergency Management

Local Mitigation and Resilience Strategy (LMRS) Overview

LMRS Requirements Overview:

- Jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five (5) years to maintain eligibility for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.
- Previous Local Mitigation Strategy plan expired on March 6, 2026.
- In accordance with the provisions of Rule Chapter 27P-22 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Lake County LMRS and determined it meets the criteria set forth in the FL Review Tool as of Friday, March 6, 2026.
- The approved plan must now be adopted by resolution by at least one jurisdiction within the planning area. Once the resolution for at least one jurisdiction is sent to FDEM, the plan will be forwarded to FEMA for their approval. Additional adoption resolutions are forwarded to FDEM once passed by their jurisdictions.

Anatomy of the LMRS:

- **Hazard Identification and Vulnerability Assessment**

  This portion outlines the topographic and demographic landscape of Lake County, including discussion of major transportation routes, economic growth, and development trends. It also reviews the plan update process and lists the organizations that actively participated. The subsequent section identifies the various hazards facing Lake County, prioritizing them in terms of frequency, probability, and magnitude of impacts.

- **Mitigation Goals and Objectives**

  Sets forth the objectives of the strategy and the LMRS Working Group, tasked with managing mitigation and resilience goals and projects, as follows:

  1. Local government will have the capability to develop, implement, and maintain effective mitigation programs.
  2. All sectors of the community will work together to create a disaster

resistant community.

3. The community will have the capability to initiate and sustain emergency response operations during and after a disaster.
4. The continuity of local government operations will not be significantly disrupted by disasters.
5. Mitigation efforts will be a continuing activity to protect the health, safety, and welfare of the community's residents.
6. The policies and regulations of local government will support effective hazard mitigation programming throughout the community.
7. Community residents will have homes, institutions, and places of employment that are less vulnerable to disasters.
8. The community's economic vitality will be less threatened by a disaster.
9. The community's infrastructure will be better protected and less vulnerable to disaster.
10. Members of the community will have the opportunity to learn of the hazards threatening local areas and the techniques to minimize vulnerability to those hazards.

- **National Flood Insurance Program (NFIP) and Community Rating Program (CRS)**

  This section examines Lake County's participation in the NFIP and CRS, including an explanation of how the substantial damage determination process is administered following an event. It also includes a breakdown of the NFIP policies in force countywide, their total coverage, and total written premium.

- **Implementation and Project Priority List**

  This portion reviews the Social, Technical, Administrative, Political, Legal, Economic, and Environment (STAPLEE) process used by the LMRS Working Group to evaluate and prioritize new mitigation projects submitted for consideration by members organizations. This ranking system ensures that limited funding resources are directed toward projects that address the greatest vulnerabilities, are achievable, broadly supported, and consistent with countywide objectives. The current list of prioritized mitigation projects is presented after the scoring criteria discussion within the plan.

Office of Emergency Management

Local Mitigation and Resilience Strategy (LMRS) Summary of Changes

Base Plan Changes:

- Name of the plan and Working Group changed to include “Resilience,” reflecting broader scope beyond Federal mitigation funding.
- Demographic, economic growth, and development/land use trends and statistics updated.
- Hazard profiles condensed and low risk hazards eliminated from the plan.
- Tropical Cyclone hazard profile updated to contain information from most recent hurricane seasons (2020 to present).
- High-Hazard Potential Dam section added per new criteria.
- Existing plans and programs reviewed for cooperation with LMRS plan and opportunities for coordination with LMRS Working Group members.

Appendix Changes:

- LMRS Working Group Bylaws updated to reflect name change and allow for member organizations to vote on project prioritization by proxy.
- LMRS Working Group membership roster updated.
- Current project status and prioritization lists provided as of March 2026.

March 6, 2026

Megan Milanese, Director
Lake County Emergency Management
425 West Alfred Street
Tavares, Florida 32778

Re: Lake County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Milanese,

This is to confirm that we have completed a State review of the Lake County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Lake County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Lake County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Lake County, Unincorporated	Town of Astatula
Advent Health	Town of Montverde
City of Clermont	Town of Howey-in-the-Hills
City of Groveland	Town of Lady Lake
City of Leesburg	Clay Electric
City of Minneola	Florida DOH
City of Mount Dora	Lake County School Board
City of Tavares	St. Johns River Utility Inc.
City of Umatilla	St. Johns River Water Management District
City of Fruitland Park	Villages of Community Development District
City of Eustis	City of Mascotte

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Lake County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Evan Jenkins at Evan.Jenkins@em.myflorida.com or 850-443-4280.

Respectfully,

Kristin Lentz Digitally signed by Kristin Lentz
Date: 2026.03.06 13:26:19 -05'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/ej

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; ADOPTING THE 2026 LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION AND RESILIENCE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county emergency management agency, develop and maintain a Hazard Mitigation Plan (Plan); and

WHEREAS, Lake County desires to have and maintain this plan to protect the life and property of its residents and finds the plan to be in the best interests of the residents of Lake County; and

WHEREAS, Lake County, in cooperation with the municipalities of Lake County, has developed the plan, policies, and procedures necessary to plan and develop projects to protect the residents of Lake County from hazards.

WHEREAS, on March 6, 2026, FDEM notified the Lake County Director of Emergency Management that the proposed Plan is compliant with federal standards, subject to formal community adoption by all municipalities within Lake County along with the following entities: Advent Health, Clay Electric, Florida Department of Health, Lake County School Board, St. Johns River Utility, Inc., and the St. Johns River Water Management District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners ("Board") and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Plan Adoption.** The Lake County Board of County Commissioners hereby adopts the 2026 Lake County Multi-Jurisdictional Hazard Mitigation and Resilience Plan, attached hereto and incorporated herein by reference as **Exhibit A**, which identifies the hazards and strategies to mitigate such hazards.

Section 3. **Severability.** If any section, sentence, clause, or phrase of the Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption by the Board.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

EXHIBIT A

Local Mitigation and Resilience Strategy

2025

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SUMMARY OF CHANGES

The Summary of Changes will list the routine updates that will be made to the LMRS once it has been accepted. Changes made to the 2025 plan will be archived by Lake County Emergency Management. This plan is a living document and can be changed at any time by the LMRS Working Group. Continued public participation and input from all stakeholders is encouraged.

Change	Comments/Purpose	Date	Pages
Plan Update	Plan was updated and revised	2025	All

EXECUTIVE SUMMARY

The Lake County Local Mitigation and Resilience Strategy (LMRS) provides a coordinated, countywide approach to identifying hazards, assessing vulnerabilities, and implementing projects that reduce disaster risk and increase resiliency for residents, businesses, and infrastructure. Developed in conjunction with county departments, municipal governments, regional agencies, and community stakeholders, the LMRS serves as both a planning framework and a project development tool to guide long-term mitigation investments.

This update reflects current hazard profiles, growth trends, and infrastructure priorities as of 2025. It integrates updated risk assessments, revised LMRS Working Group bylaws, and an active project priority list. The plan aligns with comprehensive planning, emergency management, transportation, and environmental protection initiatives to ensure growth and infrastructure investments consider resilience from the outset. The LMRS supports eligibility for state and federal mitigation funding and promotes coordinated action to address risks countywide. By aligning local planning with state and federal programs, the LMRS strengthens Lake County's capacity to reduce losses, protect critical services, and expedite recovery after disasters.

I. INTRODUCTION

The Lake County Local Mitigation and Resilience Strategy (LMRS) establishes a multijurisdictional framework for identifying hazards, assessing vulnerabilities, and implementing projects that reduce disaster risk across all communities in the county. The LMRS process is designed to promote coordination between municipal, county, state, and federal partners and ensure that mitigation is incorporated into long-range planning efforts.

This document reflects an update of the LMRS and includes revised bylaws for the LMRS Working Group, along with a renewed emphasis on stakeholder participation, cross-departmental collaboration, and ongoing project development. The LMRS Working Group remains committed to building a more disaster-resilient Lake County through data-driven planning and locally led mitigation initiatives.

A. Purpose

The Lake County LMRS seeks to establish a continuous, countywide process for identifying and reducing risk from known hazards. The plan supports the integration of hazard mitigation into comprehensive planning, capital improvements, emergency management, and community development efforts. It also provides a structure for prioritizing projects, securing funding, and coordinating mitigation activities across jurisdictions. As part of LMRS participation, agencies and jurisdictions evaluate risks, develop mitigation goals and objectives, and maintain a project list that reflects current and future community needs. This process helps Lake County, and its municipalities reduce vulnerability, minimize disaster losses, and improve overall resilience.

B. Community Profile

Lake County includes a mix of urban, suburban, and rural communities across 14 incorporated municipalities and a large unincorporated area. As one of the fastest-growing counties in the state, Lake has experienced significant changes in population, development, and infrastructure since 2020. This section provides an overview of the county's geography, climate, political boundaries, demographics, transportation network, economic trends, and development patterns—factors that shape vulnerability to and inform mitigation planning.

1. Natural Features

   Approximately 37% of Lake County consists of water bodies, wetlands, forests, and protected lands, including parts of the Ocala National Forest, Lake Louisa State Park, the Green Swamp Wilderness Preserve, and the Emeralda Marsh Conservation Area. The Green Swamp, designated as an Area of Critical State Concern, plays an important role in regional hydrology as the headwaters for the Withlacoochee, Hillsborough, Ocklawaha, and Peace Rivers, and provides significant aquifer recharge. Lake County also contains over 1,400 named lakes, including Lake Harris and Lake Apopka—the latter a major restoration priority due to its ecological significance and history of nutrient pollution.

Lake County spans the Lake Wales Ridge as well as broad floodplains linked to the Ocklawaha and Palatlakaha River watersheds. The terrain is composed of upland scrub, pine flatwoods, hardwood hammocks, freshwater marshes, and cypress swamps. The principal source of drinking water is the Floridan Aquifer, a vast underground system of porous limestone that stores and transmits groundwater across much of the state. Recharge occurs through sandy soils and wetlands, especially in areas like the Green Swamp and the Clermont Uplands, making protection of these zones critical for water quality and long-term sustainability.

2. Temperature and Climate

   Average summer highs in Lake County range from 88°F to 92°F; winter lows range from 46°F to 52°F. Extreme heat days over 95°F are increasing in frequency. Freezing temperatures are rare but can occur during winter months, especially in northern and rural areas. Annual precipitation averages 50–55 inches, with most rainfall occurring from June to September during the summer rainy season.

3. Political Boundaries

   Lake County encompasses approximately 1,157 square miles in central Florida. It shares borders with Marion County to the north, Volusia and Orange Counties to the east, Polk County to the south, and Sumter County to the west. The county is governed by a five-member Board of County Commissioners and includes 14 incorporated municipalities: Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Leesburg, Mascotte, Minneola, Montverde, Mount Dora, Tavares (county seat), and Umatilla. The majority of the land area remains unincorporated and under Lake County jurisdiction.

4. Population

   The Bureau of Economic and Business Research (BEBR) at the University of Florida estimates Lake County's population at 478,500 residents, reflecting a 24.5% increase from approximately 384,000 in 2020. Population density stands at roughly 445 people per square mile, with Clermont, Leesburg, Mount Dora, and Minneola experiencing the most rapid growth.

   The county has a median age of 46.7 years, with 26.7% of residents aged 65 or older, above statewide averages. The 2023 median household income in Lake County was $69,956, compared with $64,500 statewide. 9.46% of Lake County residents live below the poverty line, lower than Florida's 12.4% rate.

   The racial and ethnic composition is approximately 65.3% White non-Hispanic, 9.8% Black or African American, and 17.9% Hispanic or Latino.

Table 1: Lake County, FL Population Estimates and Projections[1]

2020	2021	2022	2023	2024	2025
386,194	396,242	410,139	414,749	433,331	Low – 404,400 Medium – 434,900 High – 465,300

5. Transportation

Lake County contains over 2,400 miles of roadway, including several major highways such as U.S. Highway 27, State Roads 19, 44, 50, and 429. These corridors connect the county's municipalities and unincorporated areas to regional hubs in Orlando, Ocala, and Tampa. The county is also part of the Florida Turnpike system, with access points near Minneola, Clermont, and Leesburg.

Transit service is provided by LakeXpress, which operates fixed-route buses across urbanized areas including Eustis, Mount Dora, Tavares, and Leesburg. The Lake-Sumter Metropolitan Planning Organization (MPO) leads regional transportation planning, and its long-range plan emphasizes system preservation, congestion relief, and coordination with emerging land use trends. Strategic improvements to intersections, transit, and multimodal facilities continue as the county's population and employment centers grow.

6. Economic Growth

Lake County has experienced consistent economic expansion since 2020, with significant growth in transportation and warehousing (≈ 58%) and professional and technical services (≈ 33%)[2]. Additional development has taken place in healthcare, advanced manufacturing, and administrative services. Overall employment countywide increased by 6.8% from 2021 to 2022 and reached approximately 170,000 jobs by 2023[3], while unemployment remained low at 3.6% as of mid-2025[4].

Economic activity is concentrated in areas such as the Wolf Branch Innovation District, South Lake employment centers, and logistics corridors along U.S. Highway 27 and State Road 429. These areas are seeing the development of distribution centers, medical facilities, and high-tech business parks, often accompanied by roadway, utility, and stormwater system upgrades. Strategic planning efforts, including land use designations and infrastructure investments, have prioritized these corridors for long-term economic growth and regional connectivity.

[1] https://bebr.ufl.edu/population/population-data/
[2] https://www.careersourcecentralflorida.com/
[3] https://www.census.gov/quickfacts/fact/table/lakecountyflorida
[4] https://www.bls.gov/lau/

As commercial and industrial development expands, so does the need for resilient infrastructure and land use planning. Many new facilities are being developed near flood zones, wetlands, or sinkhole-prone areas. The LMRS Working Group continues to evaluate these patterns to ensure that hazard mitigation is incorporated into economic development decisions and long-range planning efforts.

7. Development Trends

Lake County has experienced steady residential and commercial growth since 2020, fueled by a rising population, new infrastructure, and expanding job opportunities. The fastest-growing areas include Clermont, Minneola, Leesburg, and the Four Corners region. Residential subdivisions, mixed-use developments, and commercial projects are expanding along key transportation corridors such as U.S. Highway 27, State Road 50, and State Road 429.

Much of the new development is occurring on previously undeveloped land, including former agricultural parcels and areas near wetlands, floodplains, and sinkhole-prone soils. While some growth has occurred within zones of moderate flood risk, Lake County's land development regulations include floodplain standards, wetland buffers, and environmental protection requirements that help limit exposure to hazards.

The LMRS Working Group reviewed these development patterns to evaluate how continued growth may increase exposure to natural hazards. Coordination with municipal planning departments, Lake County's Office of Planning & Zoning, the Office of Emergency Management, and regional economic development agencies will help ensure that mitigation strategies remain integrated into long-range planning and project development.

C. Planning Process

The LMRS Working Group is made up of representatives from Lake County governmental agencies, incorporated municipalities, organizations and associations representing key business industry, community interest groups, other governmental entities, and non-profit or faith-based groups. Interested citizens are welcome and encouraged to become involved in the process. The Lake County LMRS Working Group by-laws are located in Appendix A of this document.

The LMRS Working Group encourages involvement in the mitigation planning process by each jurisdiction in Lake County. Jurisdictions are encouraged to identify others that should be participating in the LMRS Working Group.

The 5-year planning update kick-off meeting was held on April 2, 2025, with Lake County Emergency Management representatives followed by a meeting on April 9, 2025, with the LMRS Working Group. The LMRS Working Group was noticed through email distribution with follow-up phone calls from the LMRS Coordinator. A formal public meeting to review a draft of the updated plan was held on August 20, 2025, with the LMRS Working Group noticed via email distribution, website notice, and public notification. Further efforts by the Chair and Vice-Chair to encourage participation and attendance at meetings continued in preparation for submission to the Florida Division of Emergency Management.

1. Review of Community Capabilities and Incorporation of Existing Plans

   Lake County and its jurisdictions consulted multiple existing plans that support hazard mitigation, resilience, and post-disaster redevelopment. These documents were reviewed to ensure consistency with the Local Mitigation and Resilience Strategy (LMRS) and to identify opportunities for incorporating hazard mitigation into other planning processes. Key plans consulted include:

   - Lake County Comprehensive Emergency Management Plan (CEMP) - Used to identify countywide hazards for the LMRS risk assessment.
   - Lake County Comprehensive Plan and Jurisdictional Comprehensive Plan(s) – Helped identify population centers, development patterns, and zoning that may increase or reduce exposure to hazards.
   - Lake County Land Development Code, Chapter 6 – Resource Protection Standards – Informed how environmentally sensitive areas, including floodplains and recharge zones, are protected through regulatory standards.
   - Lake-Sumter Metropolitan Planning Organization (MPO) Long Range Transportation Plan – Provided guidance on mobility, infrastructure vulnerability, and future roadway expansions with mitigation considerations.
   - St. Johns River Water Management District Strategic Plan – Identified long-term goals for water resource management, flood protection, and aquifer recharge that align with mitigation objectives.
   - Withlacoochee and Seminole State Forest Resource Management Plans – Used to assess wildfire vulnerability, forest maintenance practices, and risk reduction opportunities within large tracts of public land.
   - 2023 Florida State Hazard Mitigation Plan – Served as the guiding framework for ensuring alignment between state and local mitigation efforts, priorities, and funding eligibility.
   - FEMA Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) – Informed the LMRS risk assessment and evaluation of jurisdictional capabilities.

D. Participating Organizations

Lake County encourages participation from all jurisdictions and allows any entity within the jurisdictions or unincorporated county to participate in the LMRS planning effort. Below is the inclusive list of jurisdictions participating in the planning process. Those involved in the process include: Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Lake County, Leesburg, Mascotte, Minneola, Montverde, Mount Dora, Tavares, Umatilla and The Villages. Once formally adopted, each jurisdiction is responsible for implementation of the plan within their boundaries and ensuring that their proposed projects meet the needs of the community. Participation in the LMRS Working Group is determined by attendance at meetings, both in person and virtual, and active involvement in the prioritization process.

Many of these jurisdictions participated in the 2020 LMRS update, however new entities have joined the LMRS Working Group since the previous update, bringing fresh perspectives to the 2025 planning process. The LMRS Working Group has maintained contact with each of the below entities throughout the 2025 LMRS update process. In publishing this plan, Lake County hopes to foster further and increased participation in the LMRS Working Group.

Participation in the 2025 LMRS update process included the following entities:

AdventHealth
City of Clermont
City of Eustis
City of Fruitland Park
City of Groveland
City of Leesburg
City of Mascotte
City of Minneola
City of Mount Dora
City of Tavares
City of Umatilla
Clay Electric
Florida Department of Health in Lake County
Lake County Emergency Management
Lake County Office of Fire Rescue
Lake County Office of Public Safety Support
Lake County Public Works Department
Lake County School Board
Lake County Water Authority
St. Johns River Utility
St. Johns River Water Management District
Town of Astatula
Town of Howey-in-the-Hills
Town of Lady Lake
Town of Montverde
Villages Community Development District

E. Public Participation

The LMRS Working Group prioritized inclusive engagement and transparency throughout the planning process by using a combination of public meetings, online communication, and stakeholder outreach. Stakeholders will have additional opportunities to provide input on the 2025 LMRS, both virtually and through in-person meetings. The plan will then be formally adopted by resolution within each jurisdiction.

The LMRS Working Group welcomed participation and feedback on the 2025 update of the LMRS plan. These meetings were open to the public and attended by representatives from local governments, community-based organizations, utility providers, and other stakeholders. Although advertised in the Leesburg Daily Commercial (Appendix C), members of the public did not attend any of the planning meetings. Had members of the public attended, their input would have been documented in the official meeting minutes (Appendix C) and addressed by the Working Group for potential incorporation into the LMRS plan.

Future LMRS meetings will continue to utilize web conferencing platforms to increase accessibility, while also offering a physical meeting location at the Lake County Emergency Operations Center. Once the 2025 LMRS plan is publicly posted, comments will be accepted prior to formal adoption. If any public feedback is received, it will be reviewed by the LMRS Working Group leadership for discussion, evaluating the comments for inclusion in the plan.

Several jurisdictions conduct their own public education campaigns focused on local hazards, preparedness, and mitigation in addition to the county's outreach. The LMRS Working Group recognizes the importance of continued engagement and will pursue opportunities to increase participation in future planning cycles, particularly among underserved populations and private sector stakeholders.

F. Update Process

The 2025 LMRS is a full revision of the previous plan adopted in 2020. The update was coordinated by the Lake County Office of Emergency Management and guided by the LMRS Working Group. The process included a review of all major plan components and incorporated updated hazard data, demographic changes, planning guidance, and public input.

The LMRS Working Group—comprising municipal representatives, Lake County departments, special districts, utility providers, non-profits, and private sector partners—met regularly throughout the planning cycle to evaluate and revise the plan. The group reviewed hazard data, reassessed local capabilities, updated mitigation goals, reprioritized projects, and incorporated input from the public and partner agencies.

The LMRS Working Group took the following actions during the 2025 update cycle:

- Quarterly LMRS Working Group meetings were noticed to the public, with attendance and meeting minutes made available as documentation.
- Full incorporation of the 2023 Florida LMRS Review Tool and compliance with FEMA's 2022 Local Mitigation Planning Policy requirements.
- Alignment with the Lake County Comprehensive Plan, Comprehensive Emergency Management Plan (CEMP), and other relevant county and regional plans.
- Mitigation goals, strategies, project list updated.
- National Flood Insurance (NFIP) and Community Rating System (CRS) information updated.
- Reviewed By-Laws to ensure consistency with Robert's Rules of Order.

All participating jurisdictions were given the opportunity to contribute to and review the plan. Final adoption will occur through resolution following a public review and comment period. Documentation of meetings and Working Group activities is provided in Appendix C.

II. HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT

A. Introduction

The purpose of the hazard identification and vulnerability assessment is to use the best available information and technology to identify and evaluate hazards facing Lake County, as well as provide the factual basis for mitigation activities proposed in Lake County's Local Mitigation Strategy that aim to reduce those risks. The vulnerability assessment provides for the identification and analysis of known hazards that may threaten life and property across the entire planning area. It also includes the results of a multi-jurisdictional vulnerability assessment conducted for each of Lake County's municipal jurisdictions to determine where locally specific risks vary from those facing the rest of the county.

B. Initial Hazard Identification / Hazard Profile Description

Below are the hazards identified in this risk assessment, along with the information provided about each:

Figure 1: Hazard Identification by Type

- Flood
- Tornado
- Tropical Cyclone
- Severe Storms
- Wildfire
- Cyber Incidents
- Drought
- Extreme Heat
- Geological Incidents
- Winter Storms
- Epidemic / Pandemic
- Hazardous Materials
- Hail
- Seismic Events
- Terrorism
- Tsunami

Table 2: Hazard Profile Description

Section	Description
Description	Contains a basic overview of the hazard, such as causes, various types of the hazard, measurements of the hazard, advisories specific to that hazard, and any other pertinent information.
Location	Discusses areas in the county that are more likely to be impacted by the hazard.
Extent	Describes the strength or magnitude of the hazard.
Previous Occurrences	Recounts significant previous occurrences of the hazard since the last plan update. This includes all Presidentially declared disasters that have affected the area. Some hazards include information about occurrences outside the 5-year window due to their significant impact on the community.
Probability	Outlines the likelihood of the hazard occurring in the future. For hazards that pose different risks to varying jurisdictions, this information is provided.
Climate Change	Discusses how climate change will influence the hazard in terms of extent, probability, and impacts.
Impacts	Lists possible impacts that may occur because of the hazard.
Vulnerability	Explains why the impacts of the hazard occur.
Score	Hazard is assigned a Vulnerability Score based on the methodology outlined below.

C. Probability Summary

Lake County conducted a vulnerability assessment for each hazard, evaluating potential impacts to people, buildings, and critical facilities. Where hazard risk maps were available, they were utilized to determine variations in jurisdictional risk. Population data from the U.S. Census Bureau allowed the county to estimate populations at risk for each hazard. Critical facilities were incorporated into the analysis where accepted hazard maps exist, including FEMA flood maps, wildfire risk data, and a countywide sinkhole risk map. The facility categories assessed included fire stations, government buildings, schools and designated shelters, hospitals and healthcare sites, electric utilities, water and wastewater facilities, airports, power substations and plants, telecommunications, and correctional institutions. This consistent method ensures that the vulnerability assessment supports hazard mitigation planning and aligns with state and federal guidance.

Table 3: Vulnerability Scorecard

Frequency	Ranking of how often hazard occurred in the past. 1 – Not Likely: every 50-100 years 2 – Likely: every 5-10 years 3 – Very likely: annually
Probability	Ranking of the likelihood of the hazard occurring in the future. 1 – Not Likely: every 50-100 years 2 – Likely: every 5-10 years 3 – Very likely: annually
Magnitude	Injuries: Ranking of how many injuries and/or deaths have been recorded. 1 – Low: no injuries or deaths recorded 2 – Medium: injuries recorded, but no deaths 3 – High: deaths recorded Infrastructure / Economy: Ranking of the general impact on infrastructure and to the economy due to the hazard occurrence. 1 – Low: little to no impact or damage to infrastructure and economy recorded 2 – Medium: minor impact or damage to infrastructure and economy recorded 3 – High: significant impact or damage to infrastructure and economy recorded Environment: Ranking of general impact on the environment due to hazard occurrence. 1 – Low: little to no damage to environment recorded 2 – Medium: minor damage to environment recorded 3 – High: significant damage to environment recorded

Table 4: Hazard Priority Ranking

Due to their comparatively low hazard priority ranking, the hazards identified as “Low Risk” (Seismic Events, Terrorism, and Tsunami) have been omitted from the Hazard Profile section for the jurisdictions within this planning area.

High Risk	Flood	11
	Tornado	11
	Tropical Cyclone	11
Moderate Risk	Severe Storms	9
	Wildfire	9
	Cyber Incidents	8
	Drought	8
	Extreme Heat	8
	Geological Incidents	8
	Winter Storms	8
	Epidemic / Pandemic	7
	Hazardous Materials	7
	Hail	6
Low Risk	Seismic Events	5
	Terrorism	5
	Tsunami	5

Table 5: Probabilities for Hazards and Potential Impacts by Locality

	Drought	Flooding	Hail	Extreme Heat	Tropical Cyclone	Severe Storms	Geological Incidents	Tornadoes	Wildfire	Winter Storms	Hazardous Materials	Epidemic/ Pandemic	Terrorism	Cyber	Seismic Events	Tsunami
Lake County	M	H	M	M	H	H	M	H	H	M	M	M	L	M	L	L
Astatula	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Clermont	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Eustis	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Fruitland Park	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Groveland	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Howey-in-the-Hills	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Lady Lake	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Leesburg	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Mascotte	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Minneola	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Montverde	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Mount Dora	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Tavares	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Umatilla	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L
Villages, The	M	H	M	M	H	M	M	H	M	M	L	M	L	M	L	L

D. Hazard Profiles

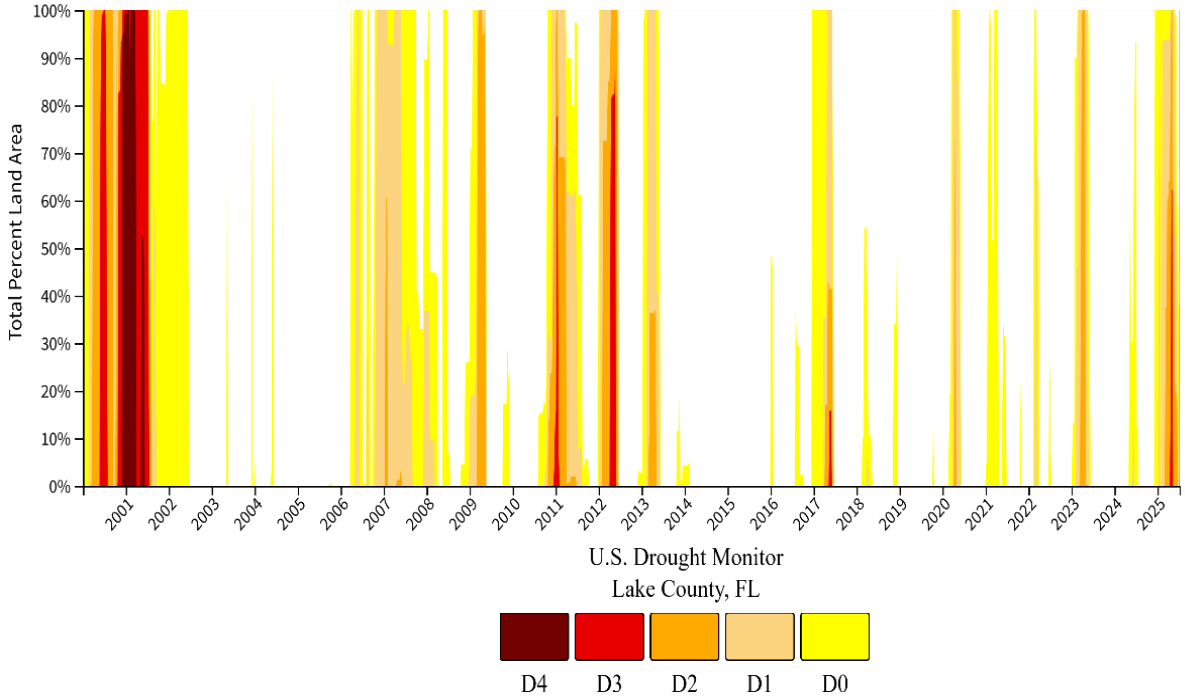
1. Drought	
Description	Drought is a prolonged period during which an area or region experiences significantly below normal precipitation. This rainfall deficiency can lead to a range of adverse effects, including reduced soil moisture, lower groundwater levels, diminished stream and river flows, crop damage or failure, and overall water shortages for agricultural, industrial, and residential use. Drought conditions can develop slowly and persist for months or even years, making them particularly challenging to predict and manage.
Location	All areas of Lake County are vulnerable to drought conditions. Prolonged drought conditions can increase wildfire risk and, given the county's numerous lakes, may also lead to reduced water levels that could impact tourism, particularly water-based recreational activities. For the general population, the effects of drought are typically limited to inconvenience rather than significant hardship. However, prolonged drought poses a greater threat to the agricultural industry, including horticulture, animal services, and the production of citrus and vegetable crops, potentially resulting in economic losses. Critical facilities and infrastructure are expected to remain largely unaffected. Overall, drought impacts in Lake County are considered low for residents and essential infrastructure, but moderate for agriculture due to the potential for economic disruption.
Extent	The extent of drought in Florida is commonly measured using two indices: the Keetch-Byram Drought Index (KBDI) and the U.S. Drought Monitor Index. Although Lake County has historically been affected by regional and statewide droughts, recent population growth has increased pressure on local water resources. The KBDI, which ranges from 0 (no drought) to 800 (extreme drought), is frequently used to assess drought severity. Table 3 provides a summary of the average KBDI values for Lake County since 2011.
Previous Occurrences	Florida has experienced several significant drought events. In 1977, a two-month drought caused an estimated $30 million in damage statewide. Two years later, in 1979, the Governor declared a three-month drought, the most severe since 1971. Between 1997 and 2002, Florida endured a prolonged and "severe" drought, as classified by the St. Johns River Water Management District. During this time, Lake County, along with many other counties, implemented mandatory water restrictions. This extended drought contributed to widespread wildfires and the emergence of sinkholes during the summer months. Since 2000, the longest continuous drought period in Florida, classified within D1 to D4 levels of severity, lasted 124 weeks, from April 11, 2006, to August 19, 2008. The most intense drought conditions occurred during the week of February 27, 2001, when D4 (Exceptional Drought) affected 39.08% of the state. D4 conditions are characterized by widespread crop and pasture losses, as well as critical water shortages that may lead to water emergencies. From 2020 to 2025, Lake County mainly experienced mild and short-lived drought conditions, primarily limited to D0 (Abnormally Dry) and D1 (Moderate Drought) levels, with no prolonged or extreme drought events observed.
Probability	All areas of Lake County are uniformly likely to experience drought.
Climate Change	The anticipated rise in global temperature will likely lead to more frequent and longer-lasting extreme heat events, on top of a general warming trend. Florida is at a notably higher risk for changes in extreme heat events due to its location in a subtropical region that currently experiences many, often consecutive days of extreme heat during the summer months. If temperatures were to increase to the point where citizens and tourists alike were no longer willing to manage, the state of Florida could see a decrease in tourism revenue, as well as other cascading effects.

Impacts	Droughts can have widespread and severe impacts on ecosystems, agriculture, public health, and the economy. Water shortages during droughts can restrict access to essential uses such as drinking, cooking, cleaning, and irrigation, while also disrupting agriculture, transportation, and power generation.
Vulnerability	It is increasingly likely that Lake County could experience a drought or extreme heat event. Extreme heat events can coincide with drought, but they can also occur independently. While extreme heat events can cause death to any person of any age, the elderly, very young, and mobility-restricted are considered the most at risk.
Score	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: every 5 – 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 – 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 - Low: little to no impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 2 - Medium: Minor damage to the environment recorded **Total Points** 8 Points

Table 6: Keetch-Bynram Drought Index (KBDI) for Lake County, FL (2022-2025)[5]

Date	KBDI
June 5, 2022	238
December 5, 2022	201
June 5, 2023	287
December 5, 2023	133
June 5, 2024	542
December 5, 2024	399
June 5, 2025	289

Figure 2: 20-Year Comparison of Drought Conditions in Lake County, FL[6]



[5] https://weather.fdacs.gov/KBDI/kbdi_index.html
[6] https://www.drought.gov/states/florida/county/lake

2. Flood	
Description	Flooding is defined as a general and temporary condition where normally dry land becomes partially or fully inundated due to: • The overflow of inland or tidal waters, or • The rapid accumulation or runoff of surface waters from any source While flooding is a significant issue across Florida due to much of the state being at or near sea level, Lake County is somewhat less susceptible because of its higher elevation and interior location. However, the county is still vulnerable to flooding, primarily from two sources: riverbank overflow and surface water pooling. Heavy rainfall within drainage basins can overwhelm rivers and streams, leading to overflow and localized flooding. Additionally, poor urban planning and inadequate stormwater management systems can exacerbate flash flooding, particularly in developed areas. Although Lake County is not susceptible to storm surge due to its inland position, hurricane-induced rainfall can still present a flood risk. Hurricanes typically bring 10 to 12 inches of rain, and even storms that do not make direct landfall can produce significant rainfall and localized flooding. Non-tropical weather systems that linger in the region can also contribute to prolonged periods of heavy rain, increasing the potential for flooding in low-lying and poorly drained areas.
Location	Lake County features a varied topography with elevations ranging from under 5 feet to 312 feet above sea level. It is home to more than 1,300 lakes, which together cover approximately 32% of the county's total land area. Approximately 46% of the county lies within the 100-year floodplain, with flood-prone zones concentrated near major bodies of water and river systems, including the St. Johns River, Green Swamp, and Wekiva River. Specific high-risk flood areas include the western shores of Lake Apopka, Lake Louisa, Lake Minnehaha, Lake Minneola, Lake Dora, Lake Yale, Lake Akron, and the entire western shoreline of the St. Johns River. Additionally, the county contains approximately 130 mobile home parks, many of which are located in or near these vulnerable areas. While these locations have long been recognized as susceptible to flooding, new areas of concern have emerged in recent years. Notably, the intersection of Wolf Branch and Round Lake Road, along with the Royal Trails neighborhood in Mount Dora, has experienced recurring and prolonged flooding, highlighting the evolving risks associated with increased development, soil saturation, and extreme weather events. Although infrastructure improvements such as upgraded drainage systems and flood control measures have helped mitigate impacts in some areas, heavy rainfall combined with poorly drained or supersaturated soil continues to present widespread challenges. The county actively participates in federal flood mitigation programs, including FEMA's Community Rating System (CRS). Despite the existence of FEMA floodplain maps, flooding can and does occur outside of designated zones due to Florida's exceptionally flat terrain and variable climate.

Extent	Flooding has emerged as a more prominent and recurring hazard for the county. Even so-called "minor" flooding events have had significant impacts, disrupting transportation, damaging property, and diminishing the quality of life for affected residents. One of the most consistently impacted areas is Astor, located along the St. Johns River, where recurring flood events have continued to be a concern. To help monitor and forecast these events, a river gauge has been installed in Astor by the National Weather Service to track water levels and issue timely flood warnings. Lake County's varied topography, combined with ongoing development and changing weather patterns, further increases the county's flood risk. As a result, continuous monitoring of local drainage patterns, high-risk flood zones, and recurrent flood-prone areas is critical. The County and its municipal partners are proactive in identifying vulnerabilities and investing in future mitigation efforts to enhance resilience and better protect residents and infrastructure.
Previous Occurrences	*Hurricane Matthew (2016)* – brought heavy rainfall to the region, particularly across Clermont to Mount Plymouth, where totals ranged between 3.5 and 4.5 inches. This caused minor flooding in urban and low-lying areas, as well as along roadways. The St. Johns River near Astor rose to just below moderate flood stage, prompting the evacuation of 10 residents to local shelters due to the threat of river flooding. *Hurricane Irma (2017)* – produced substantial rainfall, with totals between 8 and 12 inches across the county. Irma also resulted in widespread urban flooding, leaving road submerged and many retention ponds reaching capacity or overflowing, exacerbating drainage issues. *Hurricane Ian (2022)* – brought catastrophic flooding to parts of Central Florida, including Lake County. Several inches of rain led the St. Johns River near Astor to reach a flood height of 4.38 feet, measured a week after landfall. Officials later confirmed that Ian had surpassed the previous flood record of 4.6 feet. 10 families were forced to evacuate due to rising water levels. *Hurricane Nicole (2022)* – brought additional rain to the already saturated area. St. Johns River again hit major flood stage at 4 feet. Though structural damage was minimal, residents observed ecological consequences, including increased mosquito activity and fish kills, pointing to the ongoing vulnerability of the ecosystem in flood-prone areas. *November 16, 2023* – a rare, non-tropical flood event struck Central Florida when a surface low and upper-level disturbance converged, producing intense localized rainfall. The St. Johns River near Astor rose to around 3 feet, causing localized flooding in nearby neighborhoods and renewing concerns for residents. *Hurricane Milton (2024)* – The St. Johns River in Astor surged to a new record height of 4.8 feet, surpassing the previous high from Hurricane Ian. In Clermont, evacuations were required at the Emerald Lakes Mobile Home Park due to rising waters. The floodwaters from Hurricane Milton receded more slowly than usual, which severely delayed recovery and cleanup efforts. Roads were washed out, hampering response operations.
Probability	The probability of future flooding in Lake County is considered medium to high, due to the area's vulnerability to heavy rainfall, low-lying terrain, poor drainage, and riverine overflow. Flash flooding can occur when intense rain falls over a short period, overwhelming local drainage systems. Contributing factors include the location and distribution of rainfall, land use and topography, vegetation type and density, soil composition, and existing soil moisture levels, all of which influence how quickly water is absorbed or runs off.

Climate Change	Increasing global temperatures could contribute to an increase in the frequency and severity of rainfall events by increasing the rate of evaporation, leading to more inland and river flooding. As temperatures increase, so too does the saturation vapor pressure, thereby allowing more water to exist in the atmosphere and potentially contributing to more frequent, wet storms.
Impacts	Depending on the severity, flooding can have a profound impact on residents, the environment, and the economy. It can lead to loss of life, injuries, and displacement of communities, while also increasing the risk of waterborne diseases and mental health issues. Daily life is often disrupted, with schools, healthcare, and transport services affected. Environmentally, floods can cause soil erosion, pollute water sources, and destroy natural habitats, leading to long-term ecological changes. Economically, the damage to infrastructure, homes, and farmland can be immense, affecting food supply, increasing recovery costs, and disrupting businesses. These factors are further influenced by the duration of the flooding event.
Vulnerability	Nearly all parts of the Lake County are vulnerable to flooding, including those considered low risk. Flooding can impact residential neighborhoods, especially local roadways and lift stations that become surrounded by water. The Astor area is particularly susceptible, with damage typically limited to individual homes. Properties along the St. Johns River may also become isolated during flood events. In Clermont, the Emerald Lakes subdivision continues to manage persistent flooding. A failure in their mitigation efforts could lead to the inundation of a nearby wastewater facility, potentially requiring the evacuation of the community. While most businesses and critical infrastructure, such as fire stations and hospitals, are not in high-risk zones, flooding still poses a significant threat to the broader population. Potential impacts include injury or death from drowning, vehicle accidents, entrapment, or exposure to hazardous materials, as well as property damage from mold and uninsured losses.
Score	**Frequency:** Ranking of how often hazards occurred in the past. 3 – Very Likely: Annually **Probability:** Ranking of the likelihood of the hazard occurring in the future. 3 – Very Likely: Annually **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 – Medium: Minor impact or damage to infrastructure and the economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 2 - Medium: Minor damage to the environment recorded **Total Points** 11 points

3. Hail	
Description	Hail is a form of precipitation consisting of solid ice that forms inside thunderstorm updrafts. Hail can be damaging to homes and cars but can also be deadly to livestock and people. In January 2010, the National Weather Service raised the hail size criteria for Severe Thunderstorm Warnings from 0.75-inch (penny size) to 1.00 inch (quarter size).
Location	Severe thunderstorms can occur in Central Florida at any time of the year. Storms can produce hail at any time. However, hail events are most common during the late winter and early spring severe weather season and often accompany thunderstorms or tornadoes. Hail has no specific geographic limitations, meaning it can impact any part of the region. As a result, all of Lake County is considered uniformly at risk for hail events.
Extent	Historically, hail in Lake County has ranged from 0.75 to 1.75 inches in diameter. though larger hailstones remain possible. The potential for damage increases with hail size, posing risks to vehicles, aircraft, buildings, and, in severe cases, causing injury or death to people and livestock. However, due to Lake County's typically warm temperatures, hail is less common, as many hailstones tend to melt before reaching the ground during most thunderstorms.
Previous Occurrences	Before 2010, there had been 24 documented hailstorm events in Lake County, with hail sizes ranging from 0.75 to 1.75 inches in diameter. Despite the frequency, none of these storms caused any reported property or crop damage. However, the April 25, 2023, hailstorm in Mascotte marked a shift, resulting in $500 in property damage. From January 1, 2024, to January 1, 2025, Lake County experienced 11 hail events, 9 of which were classified as severe, with hail measuring 1.00 inch or greater. Although impacts have remained limited, hail still poses a potential threat to local car dealerships, greenhouses, and agricultural enterprises, including horticulture, foliage, and citrus crops. While critical infrastructure, tourism, and the broader population are unlikely to be affected, isolated injuries and localized economic effects could result from future severe hailstorms.
Probability	Given the frequency of past events, the likelihood of future hail in Lake County is considered high. Over the past decade, the county has experienced at least one hail event annually. It is reasonable to expect that future hailstorms will continue to cause minor to severe property damage across the region.
Climate Change	Higher temperatures and humidity may increase or otherwise alter the atmospheric instability systems associated with the generation of severe storms. Changes in these systems' generation also forces changes in their environmental conditions, which may impact vertical wind shear. An overall increase in vertical wind shear in severe storms could lead to an increase in large hail; likewise, an overall decrease in vertical wind shear could lead to fewer hail reports.
Impacts	Hailstorms can cause significant damage to personal property, crops, and occasionally lead to personal injury. While injuries from hail are rare, extremely large hailstones such as those up to 8 inches in diameter can cause serious harm and increase the risk of vehicle accidents. Property damage is more common, with hail frequently denting roofs, breaking windows, and damaging siding. In agriculture, hail can destroy crops and injure livestock, resulting in major financial losses. Overall, the economic impact of hailstorms affects homeowners, businesses, and farmers alike, often leading to insurance claims and recovery costs.
Vulnerability	Because hailstorms can be unpredictable, all existing and future buildings, infrastructure, and populations in Lake County are considered equally exposed to this hazard. While hail can reach the size of golf balls or even baseballs, Florida typically experiences smaller hail, averaging between 0.75 inches (penny-sized) and 1.00 inches (quarter-sized) in diameter. Hailstorms usually last from a few minutes to several hours. Despite this widespread exposure, anticipated future damage and losses from hail are expected to remain minimal. Based on historical data, the overall impact of hail on Lake County and its jurisdictions is generally considered low.

Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 1 – Low: No injuries or deaths recorded **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 - Low: little to no impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 – Low: Little to no damage to the environment recorded **Total Points** 6 Points

Table 7: Hail Storms in Lake County (2020 – 2025)[7]

Location	Date	Size	Damages ($USD)
Lady Lake	5/28/2020	0.75	0
Okahumpa	3/30/2021	1	0
Eustis Airport	5/21/2022	1	0
Tavares	5/21/2022	1	0
Tavares	6/18/2022	0.75	0
Mascotte	4/25/2023	2.75	0
Mascotte	4/25/2023	1.75	$500
Lake Louisa	4/25/2023	2.75	0
Lake Louisa	4/25/2023	1.75	0
Lake Louisa	4/25/2023	1	0
Tavares	2/4/2024	1	0

[7] https://www.weather.gov/wrh/Climate?wfo=mlb

4. Extreme Heat	
Description	Extreme heat is defined as an extended period during which the temperature and relative humidity combine for a dangerous heat index. During the summer months, heat can be very dangerous, as it can include hyperthermia (heat stroke), heat exhaustion, or dehydration.
Location	All of Lake County is equally at risk from extreme heat. However, areas like Tavares, Eustis, Clermont, Mount Dora, and Leesburg are more prone to higher temperatures due to greater urbanization and population density. Extreme heat is especially hazardous to certain segments of the population, including the elderly, young children, and the chronically ill. Additionally, heat increases the demand for electricity to operate air conditioners, increasing the likelihood of brownouts and blackouts within the electrical grid.
Extent	Heat advisories are issued based on the highest maximum temperature and the effects of humidity on a given area, otherwise known as heat index. Advisories are issued on a scale from non-threatening to extreme (see Table 8), indicating the level of threat to life and property.
Previous Occurrences	Much of Florida is accustomed to high heat index values during the summer months. Accurate record of these events is difficult to obtain as the recorded temperature does not always reflect the heat index value. Since 2020, Lake County has experienced an increase in heat advisories during the months of June, July, and August. Below are the number of days by calendar year that required a heat advisory: • 2022 – 2 • 2023 – 9 • 2024 – 9 • 2025 – 11
Probability	Lake County faces significant risk from extreme heat, largely due to high "feels-like" temperatures driven by humidity. Currently, around 70% of homes in the county are exposed to a severe heat index. As average temperatures continue to rise, the frequency of extreme heat days and heat waves is expected to increase. While temperatures above 90°F can be hazardous, those exceeding 100°F pose a serious health threat to the entire population.
Climate Change	A global rise in temperature would likely lead to more frequent and longer-lasting extreme heat events, on top of a general warming trend. While these trends are likely to be uneven in their spread across the globe, Florida is at a notably high risk for changes in extreme heat events due to its location in a subtropical region. Much of the state experiences extreme heat days during the summer months. If temperatures were to increase to the point where citizens and tourists alike were no longer willing to manage, the state of Florida could see a decrease in tourism revenue, as well as other cascading effects.
Impacts	Heat stress occurs when the body can't cool itself effectively, especially in high humidity and warm nighttime temperatures. This can lead to serious health issues like heat stroke, particularly among vulnerable groups such as low-income individuals, older adults, children, people with chronic conditions, and outdoor workers. Hot weather also worsens air quality by increasing ground-level ozone and particulate matter pollution, which can harm those with respiratory conditions. In agriculture, extreme heat has a negative impact on plant growth, reduces crop yields, and causes heat stress in livestock, ultimately affecting productivity. Heat waves also worsen droughts and wildfires, further damaging farmland and raising costs for farmers and ranchers.

Vulnerability	All areas of Lake County are susceptible to extreme heat. Individuals experiencing homelessness, the elderly, immuno-compromised, and very young are at an increased risk of hyperthermia (heat stroke), heat exhaustion, and dehydration. In the event of an extreme heat scenario, Lake County may open shelters to serve as cooling locations. Tourism would not necessarily be impacted, as hot weather is expected in Florida. Critical facilities and infrastructure are unlikely to be impacted. In 2023, it was estimated that the median age in Lake County was 46.7[8], a decrease of 0.6 years since 2018. Additionally, as of 2023, 27% of the population in Lake County was aged 65 years or older (an increase of ~0.4% since 2018), representing a rather sizeable portion of the county that is more vulnerable to extreme heat events. The county continues to be a destination for retirees and has seen, and will continue to see, its elderly population increase. Additionally, urbanization efforts will lead to an increase in the "heat island" effect due to an increase in impervious, dark surfaces, roadways, and heat-generating and heat-insulating materials, which will exacerbate extreme heat events as a hazard in the future.
Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: every 5 – 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 – 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 2 – Medium – Injuries recorded, but no deaths. **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 – Medium: Minor impact or damage to infrastructure and economy recorded. **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 – Low: Little to no damage to the environment recorded **Total Points** 8 Points

[8] https://data.census.gov/profile/Lake_County,_Florida?g=050XX00US12069

Table 8: Excessive Heat Threat Chart[9]

Excessive Heat Threat Level	Threat Level Descriptions
Extreme	**"An Extreme Threat to Life and Property from Excessive Heat."** Highest heat index 118 degrees (F) or greater.
High	**"A High Threat to Life and Property from Excessive Heat."** Highest heat index between 113 - 117 degrees (F). Heat Index Values consistent with Excessive Heat Warning criteria.
Moderate	**"A Moderate Threat to Life and Property from Excessive Heat."** Highest heat index between 108 - 112 degrees (F). Heat Index Values consistent with Heat Advisory criteria.
Low	**"A Low Threat to Life and Property from Excessive Heat."** Highest heat index between 105 - 107 degrees (F).
Very Low	**" A Very Low Threat to Life and Property from Excessive Heat."** Highest heat index near 105 degrees (F) for July and August...OR...between 102 - 104 degrees (F) for June and September...OR...between 99 - 103 degrees (F) for May and October.
Non-Threatening	**" No Discernable Threat to Life and Property from Excessive Heat."** Warm season weather conditions are non-threatening.

[9] https://www.weather.gov/mlb/heat_threat

5. Tropical Cyclones	
Description	Tropical cyclones are rapidly rotating storm systems characterized by a low-pressure center, closed low-level atmospheric circulation, strong winds, and thunderstorms that produce heavy rain or squalls. In Lake County, the primary threats from hurricanes are high winds and inland flooding. Wind damage is directly related to wind speed and the pressure it exerts on structures; when wind speed doubles, the force exerted on buildings increases fourfold. Additional wind-related hazards include tornadoes spawned by hurricanes, which can be even more destructive than the hurricane itself, as well as damage from windborne debris. Flooding caused by prolonged heavy rainfall can also result in significant damage.
Location	All of Lake County is susceptible to tropical cyclone events. Over the past century, many storms have crossed Central Florida from all directions. Since storm tracking began in the mid-19th century, Lake County has had 51 storms pass within 10 miles of its borders[10]. However, the county has experienced impacts from many additional storms that have not passed within or over its borders due to the large size of these storm systems and Lake's central location in the state.
Extent	The intensity of tropical cyclones is measured by the Saffir-Simpson scale (see Table 9), which uses sustained wind speeds (measured in miles per hour or knots) to assess the extent of a tropical storm or depression. Once a tropical storm reaches sustained wind speeds of 74 miles per hour, it is then classified as a Category 1 hurricane. While tropical cyclone intensity is measured in terms of wind speed, these weather events pose additional hazards besides high winds. This includes flooding/storm surge and tornados. No two tropical cyclones are the same, so it is important to consider the hazards presented by the specific event.
Previous Occurrences	*Hurricane Donna – 1960*: As a Category 4 hurricane, Donna moved northward through the state and significantly impacted the Central Florida citrus industry. While detailed storm impacts in Lake County at that time are limited, agricultural losses were substantial and widespread. *Hurricane Charley – 2004:* Charley made landfall in southwest Florida as a Category 4 hurricane and tracked across the state. Though the storm passed to the east of Lake County, the southern part of the county experienced downed trees and power lines, and three homes were damaged by falling trees. Fortunately, there was no significant infrastructure damage in the county, though surrounding areas suffered major impacts. Lake County sheltered approximately 2,000 residents during the storm. *Hurricane Irma – 2017:* Irma struck Florida in 2017, making landfall near Naples as a Category 3 hurricane. As the storm moved northward, it weakened to Category 1 strength about 45 miles west of Leesburg. Lake County endured a prolonged period of damaging winds, with sustained winds recorded at 48 mph and gusts up to 69 mph at Leesburg Airport. Damage assessments reported 1,987 affected residential and business structures. Of these, 648 sustained minor damage, 82 suffered major damage, and 7 were destroyed. The total estimated damage cost was $36.5 million. *Hurricane Ian – 2022:* Ian made landfall near Cayo Costa, Florida, as a high-end Category 4 storm. Though the eye passed well southwest of Lake County, the storm still brought strong winds and heavy rain to the area. The highest wind gust recorded in Lake County was 56 mph, and rainfall totals ranged from 4 to 9 inches, with Mount Plymouth recording the highest total at 9.49 inches. Ian caused over $4.5 million in damage across the county.

[10] https://coast.noaa.gov/hurricanes/#map=4/32/-80

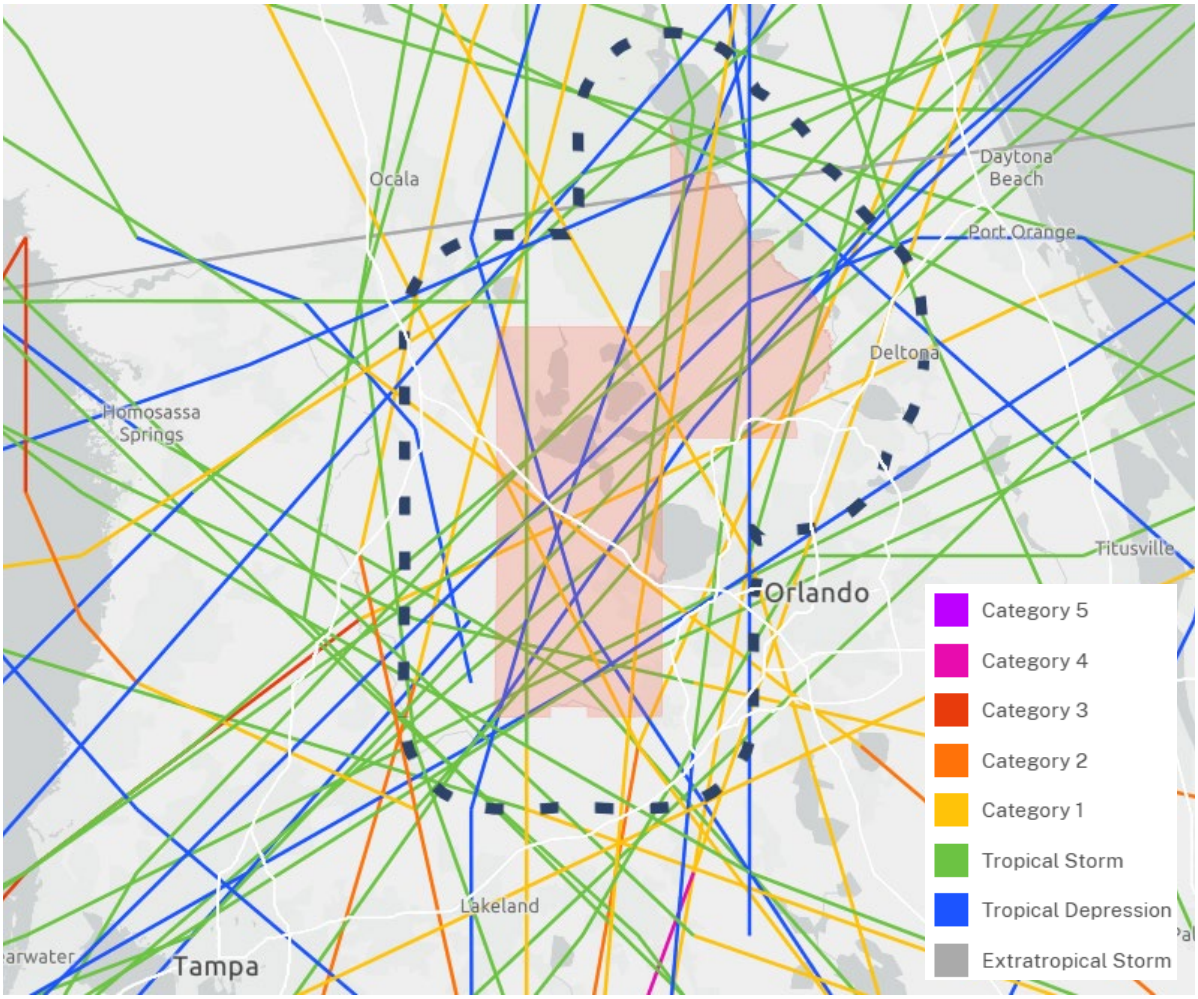
	Hurricane Nicole – 2022: Just weeks after Ian, Hurricane Nicole made landfall near Vero Beach on November 10, 2022, as a Category 1 hurricane. In Lake County, Nicole produced a peak wind gust of 49 mph in Leesburg, with rainfall ranging between 1 to 2 inches. *Hurricane Idalia – 2023:* Idalia made landfall near Keaton Beach on August 30 as a Category 3 hurricane. Though official rainfall totals for Lake County are unknown, forecasts estimated between 1 to 3 inches. Leesburg recorded a peak wind gust of 46 mph. While the county avoided major damage, Idalia served as another reminder of the increasing frequency of significant storm systems affecting inland areas. *Hurricane Debby – 2024:* Debby made landfall near Steinhatchee as a Category 1 hurricane on August 5. The Leesburg area recorded a peak wind gust of 54 mph and experienced 6.32 inches of rainfall on the first day of the storm. County-wide agricultural losses totaled at least $10.1 million, reflecting the vulnerability of local farming operations to tropical systems. *Hurricane Helene – 2024:* On September 26, Hurricane Helene struck Florida as a fast-moving Category 4 hurricane, making landfall near Perry. Though Helene moved quickly through the state at 31 mph, it still brought gusts of up to 62 mph to Leesburg and rainfall totals of 2 to 4 inches across the county. The rapid forward motion helped limit prolonged rainfall, but wind damage remained a concern. *Hurricane Milton – 2024:* Milton made landfall on October 9, near Siesta Key as a Category 3 hurricane. Although Lake County was spared from the historic tornado outbreak associated with Milton's outer bands, the county experienced between 6 and 15 inches of rain. The resulting flash flooding caused significant damage, including flooded homes and washed-out roads, particularly in low-lying areas.
Probability	Because tropical cyclones occur randomly in time and location, it is impossible to predict with certainty whether Florida or Lake County specifically will experience one each year. However, based on historical patterns, the probability of a future tropical cyclone or hurricane directly impacting Lake County is considered moderate. While the county has experienced such events in the past, their occurrence has been sporadic, indicating both vulnerability and unpredictability.
Climate Change	Cyclone formation, sustainment, and eventual decomposition depend on environmental conditions. Rising global temperatures could mean larger, stronger, higher categories of cyclone become more prevalent due to warming sea surface temperatures. Warming temperatures also impact global wind patterns. If these patterns were to shift significantly, the areas where we generally expect storm formation to occur will also shift.
Impacts	While spared from direct storm surge, Lake County is still vulnerable to other effects of hurricanes, including destructive winds, heavy rainfall, and tornadoes. High winds can bring down trees, power lines, and traffic signals, leading to widespread and prolonged power outages. Homes, schools, and businesses may suffer structural damage, forcing residents to evacuate or take shelter, and in some cases, displacing families for extended periods. Torrential rainfall often results in flash flooding and rising water levels in lakes, rivers, and retention ponds, particularly in low-lying or poorly drained neighborhoods. Flooded roads can become impassable, severely hampering emergency services and isolating communities. Essential public services may be significantly disrupted. Utilities such as electricity, water, gas, and the internet can be interrupted for days, affecting everything from food storage and cooking to medical equipment and communication. Schools and government offices often close during and after storms, while hospitals and emergency shelters may become overcrowded, especially if the county receives evacuees from coastal regions. Access to necessities such as clean water, groceries, gasoline, and medications may be limited due to damaged infrastructure and supply chain disruptions.

	Economically, hurricanes can shutter local businesses, damage agricultural areas, and place a significant burden on residents and public budgets. Beyond physical and financial harm, the emotional toll of hurricane impacts loss of property, anxiety during recovery, and prolonged displacement can deeply affect the mental health and well-being of the community.
Vulnerability	Lake County's inland location makes it more protected than other parts of the state from the most devastating wind and shoreline effects. However, areas along the St. Johns River in northeast unincorporated Lake County may see storm surge effects along the waterway. These areas may be susceptible to flooding if the river's outflow into the Atlantic is adversely impacted by the storm surge, which pushes water inland. Lake County has not experienced sustained hurricane-force wind speeds (≥ 74 mph) in recorded history, although the county has certainly experienced high winds and hurricane-force gusts that have impacted residents and businesses. With the population of Lake County continuing to grow, the effects of even minor hurricanes and tropical cyclones will be felt even more than in the past. A slight change in path, and the quadrant of the storm that hits the county, can influence the areas that are ultimately impacted by the event. The entire population of Lake County, including tourism, agriculture, critical facilities, and infrastructure, could be affected by a tropical cyclone depending on the severity of the storm and the path it takes. Mobile homes, poorly constructed and/or substandard housing, apartment complexes, and low-rent housing projects are especially susceptible because of their lack of resistance to high winds. Apartment complexes and low-rent projects are also especially at risk because of their size and population densities. High wind speeds can cause damage to structures, with the most significant impacts being to mobile homes and other older, substandard, or reinforced properties that are located throughout the county. The total mobile home population in Lake County is estimated at 11.3% of the total county population.
Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 3 – Very Likely: Annually **Probability:** Ranking of the likelihood of the hazard occurring in the future. 3 – Very Likely: Annually **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 – Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 – Medium: Minor impact or damage to infrastructure and economy recorded. **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 2 – Medium: Minor damage to the environment recorded **Total Points** 11 Points

Table 9: Saffir-Simpson Hurricane Wind Scale[11]

Category	Wind Speeds	Impact
1	74 – 95 mph	Very dangerous winds will produce some damage
2	96 – 110 mph	Extremely dangerous winds will cause extensive damage
3	111 – 129 mph	Devastating damage will occur
4	130 – 156 mph	Catastrophic damage will occur
5	Over 157 mph	Catastrophic damage will occur

Figure 3: Historical Hurricane Tracks Across Lake County, FL[12]



[11] https://www.weather.gov/mfl/saffirsimpson
[12] https://coast.noaa.gov/hurricanes/#map=4/32/-80

6. Tornado	
Description	Tornadoes are rotating columns of air that extend from the base of a thunderstorm to the ground, typically appearing as twisting, funnel-shaped clouds. They can produce winds exceeding 200 miles per hour in the most severe cases. Tornadoes most commonly form in association with powerful thunderstorms, particularly supercells, which are large, rotating storm systems that can be highly destructive. They develop when warm, moist air collides with cool, dry air from the north and strong upper-level winds, creating atmospheric instability and wind shear, which are the key ingredients for tornado formation. Tornadoes can also be spawned by hurricanes and other tropical systems, especially in their outer rain bands. Hurricane-spawned tornadoes may be shorter-lived and less intense than those formed in supercell thunderstorms but can still cause significant localized damage.
Location	Although Lake County lacks designated tornado-prone areas, tornadoes have historically impacted areas including Lady Lake, Leesburg, Tavares, Eustis, and Groveland. Most, if not all, of these tornadoes have formed as part of spring storms or tropical weather systems. Florida has averaged 57 reported tornadoes and three fatalities per year since 1961. Florida's tornadoes are generally of shorter duration (3 miles) and have narrower paths (125 yards wide). Mapping indicates that about 95% of Lake County is in the 1 in 250-year risk area, and the remainder in the 1 in 500-year risk area. All areas of Lake County are susceptible to tornadoes and their potential effects.
Extent	The National Weather Service (NWS) utilizes the Enhanced Fujita Scale, which assigns tornadoes a "rating" based on estimated wind speeds and related damage. The Enhanced Fujita Scale levels are listed in Table 10. Damage potential for a tornado increases as a function of population density. As the number of structures and people increases, the potential damage/injury rate increases. Mobile homes, poorly constructed and/or substandard housing, apartment complexes, and low-rent housing projects are especially susceptible due to their lack of resistance to high winds, as well as the size and density of these buildings.
Previous Occurrences	On February 2, 2007, the Groundhog Day Tornado Outbreak brought a powerful storm system across Lake County from the west, producing three tornadoes. Two of these tornadoes caused major impacts and led to a Presidential Disaster Declaration. The first touched down in Sumter County near Wildwood, moving toward the Villages and Lady Lake. This EF3 tornado carved a 17-mile path of destruction and killed eight people. The second tornado struck near County Road 42 in northern Lake County, between Altoona and Paisley, traveling 26 miles and causing 13 deaths. Together, these tornadoes killed 21 people and caused approximately $98 million in damage. The storms occurred early in the morning when many residents were asleep, limiting the efficacy of emergency alerts. More recent tornado events include the Okahumpka EF0 tornado on January 4, 2020. This tornado traveled 2.38 miles with an estimated peak wind speed of 65-75 mph. Damage included significant roof damage to several mobile homes, a toppled large oak tree, and downed branches. One resident was treated for a minor injury. Another event on June 7, 2020, near Orange Bend and Tavares was associated with Tropical Storm Cristobal. A brief EF0 tornado, likely from a waterspout on Lake Dora, came ashore in Tavares, causing minor damage such as downed power poles and transformers, with estimated winds of 60-65 mph.
Probability	The likelihood of a tornado affecting Lake County is moderate. While most past tornadoes in the area have been relatively small, low intensity, and short duration, there have been notable instances of stronger storms, including those rated F2 and F3 on the Enhanced Fujita Scale. These more intense tornadoes can cause widespread structural damage and pose significant threats to public safety.

Climate Change	Higher temperatures and humidity can impact atmospheric stability, thereby increasing the amount of convectively available potential energy (CAPE), which gives rise to stronger storms more frequently. These storms may be further impacted by climate change, such as shifts in vertical wind shear or amount of precipitation, which would further impact tornadoes and tornado genesis.
Impacts	The most immediate threats to the public are injury or loss of life due to flying debris, collapsed buildings, or overturned vehicles. Vulnerable populations, such as those living in mobile homes or older structures, are especially at risk. Tornadoes can lead to displacement, requiring temporary shelter and emergency aid. Power outages, road closures, and communication disruptions can also leave residents without access to essential services, including food, clean water, medical care, and emergency services. The emotional toll, particularly among those who lose homes or loved ones, can result in long-term mental health effects. In terms of agriculture, tornadoes can devastate crops, topple irrigation systems, damage equipment, and cause injury or death to livestock. Fruit and vegetable farms, nurseries, and pastures are especially vulnerable to high winds and debris. Infrastructure also suffers heavily during tornado events. Roads may be blocked by debris or downed trees, which can delay emergency response and recovery efforts. Power lines, communication towers, and water systems can be damaged, resulting in widespread service disruptions. Public buildings such as schools, government offices, and healthcare facilities may be affected or forced to close temporarily. Even weaker tornadoes (EF0–EF1) can cause damage that requires extensive cleanup and repairs.
Vulnerability	All of Lake County is vulnerable to their tornadoes. High wind speeds can cause damage to structures, with the most significant threat being to mobile homes and other older, substandard, or unreinforced properties. The total mobile home population in Lake County is estimated to be approximately 48,000 across 130 mobile home parks, accounting for around 11.3% of the county's total population. The mobile home population is distributed throughout the county and all its jurisdictions. While anyone can be impacted by a tornado, those experiencing homelessness or living in substandard housing are least likely to have a safe, secure location to go to during a tornado. Tornadoes can cause other cascading events, such as utility outages, economic losses, and transportation issues. An EF5 tornado, although highly unlikely, could occur in Lake County. The maximum tornado strength recorded in the county was EF3 in February 2007, during the Groundhog Day tornado outbreak. This incident is considered the worst natural disaster in the county's history. As a result, in 2011, Lake County launched a warning system called Alert Lake, that calls residents directly when there is a public safety emergency. For tornado warnings (or other significant incidents, such as natural disasters, warning from law enforcement, chemical spills, flooding, or other emergencies), the system automatically calls people on registered phone numbers.

Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 3 – Very Likely: Annually **Probability:** Ranking of the likelihood of the hazard occurring in the future. 3 – Very Likely: Annually **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 2 – Injuries recorded but no deaths **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 – Medium: Minor impact or damage to infrastructure and economy recorded. **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 – Low: little to no damage to the environment recorded **Total Points** 11 Points

Table 10: Measuring the Intensity of Tornadoes (Extent)[13]

EF Rating	3 Second Gust (mph)
0	65 – 85
1	86 – 110
2	111 – 135
3	136 – 165
4	166 – 200
5	Over 200

[13] https://www.weather.gov/oun/efscale

Figure 4: February 2, 2007, EF3 Tornado Path, Lady Lake, Florida[14]

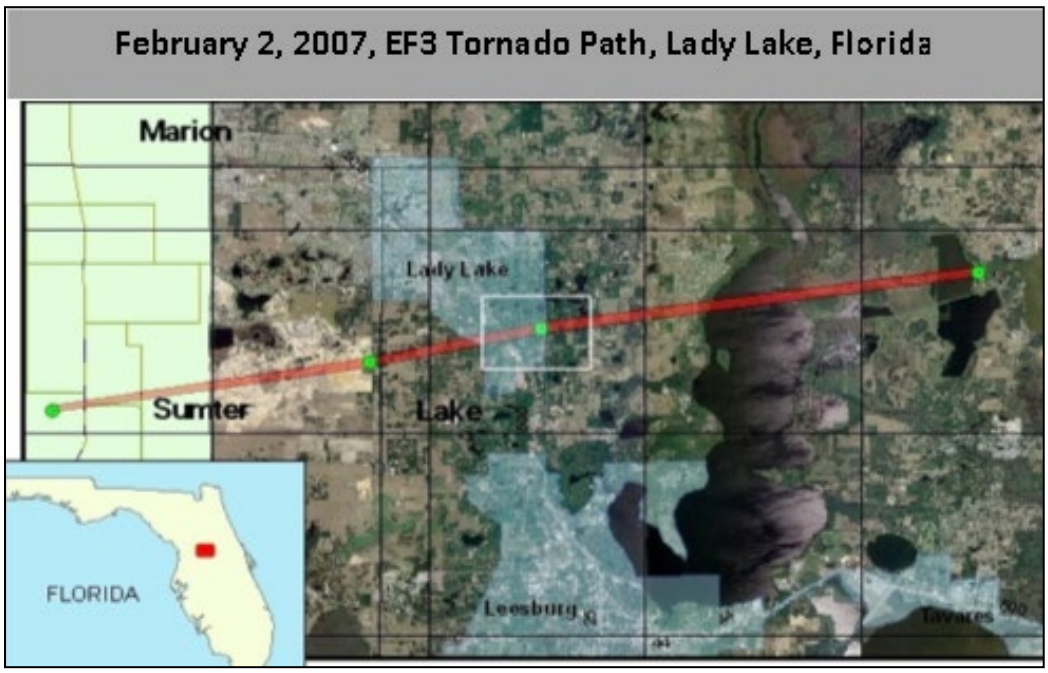
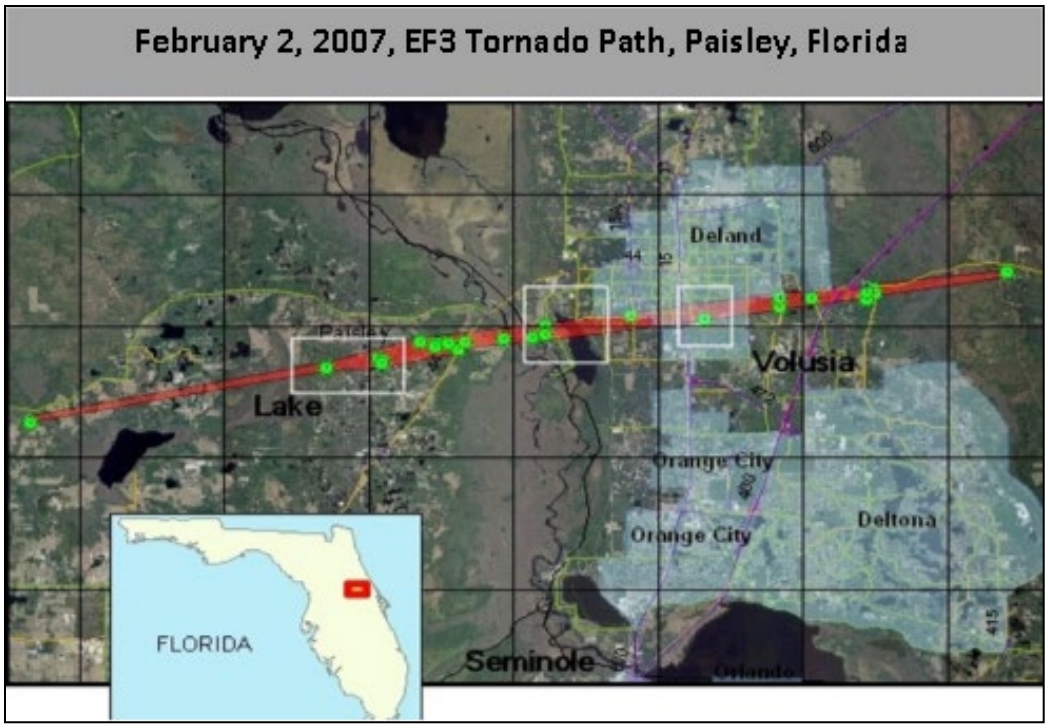


Figure 5: February 2, 2007, EF3 Tornado Path, Paisley, Florida[12]



[14] https://www.weather.gov/media/mlb/surveys/020207.pdf

7. Severe Storms (Thunderstorms / Wind / Lightning)	
Description	Severe storms are fast-moving weather events that include intense thunderstorms, damaging winds, and frequent lightning. These storms are typically accompanied by heavy rainfall, hail, and sudden shifts in wind speed and direction. Thunderstorms may also produce localized flooding and, in some cases, tornadoes. Damaging winds, often exceeding 58 mph, can down trees, damage power lines, and harm structures. Lightning is a frequent hazard in Florida, posing risks to people, property, and critical infrastructure. Because of Florida's warm and humid climate, the state experiences some of the highest frequencies of thunderstorms and lightning strikes in the U.S., making severe storms a recurring threat.
Location	All areas of Lake County are susceptible to the effects of thunderstorms, wind, and lightning. However, Eustis, Mount Dora, Leesburg, Fruitland Park and other low-lying communities near major lakes are especially susceptible to the impacts of severe storms. These events are common throughout Florida, occur year-round, and are typically widespread. Although thunderstorms generally affect a small area, they can produce accompanying hazards such as high winds, hail, lightning, heavy rainfall, flooding, and occasional tornadic activity, all of which can cause serious injury or death, in addition to property damage.
Extent	Severe storms vary in terms of strength and duration, making the magnitude of the hazard highly variable. Some storms may only produce occasional lightning, while others may also produce high winds, hail, tornadoes, or all three. Though the average thunderstorm only lasts around an hour, the movement of the cloud as it progresses through its lifecycle allows the storm to affect a relatively large number of people in a short time. A severe thunderstorm includes either damaging winds greater than 58 mph (50 kt), hail greater than 1 inch in diameter, a tornado, or all/some of these.
Previous Occurrences	Lake County typically experiences 4 to 12 lightning flashes per square kilometer per year, according to long-term climatology. Since 2010, the only lightning-related fatality in Lake County occurred in 2018, when a 44-year-old man in Umatilla was struck and killed. Between 2010 and the present, there have also been 29 thunderstorms or wind events, 13 of which resulted in damage within the county. From June 2020 to May 2024, Lake County experienced an uptick in severe weather activity, primarily driven by thunderstorm wind events, alongside one strong wind event and one lightning incident. Over this four-year span, 15 thunderstorm wind events were recorded, with wind speeds ranging from 50 to 56 knots. These events collectively caused $48,000 in property damage, though no deaths or injuries were reported. The most damaging single event occurred in Tavares on May 21, 2022, resulting in $25,000 in losses.
Probability	The probability of severe storms, including thunderstorms, damaging winds, and lightning in Lake County, Florida, is high due to the region's subtropical climate and geographic location. Florida leads the nation in thunderstorm activity, and Lake County regularly experiences stormy conditions, particularly from late spring through early fall. From 2020 to 2024, Lake County experienced over 16 thunderstorm wind events, accompanied by strong winds and lightning incidents, resulting in thousands of dollars in property damage. Frequent afternoon thunderstorms driven by sea breeze collisions and high humidity are typical, and lightning is a constant threat.
Climate Change	Higher temperatures and humidity can lead to an increase in stronger, more heavily saturated storms. Wind can also be affected by climate change in terms of shifting local and global patterns and temperatures, and severe winds originating from a thunderstorm may become more common as thunderstorms in general become more impactful.

Impacts	For the public, these storms pose significant safety risks, including falling trees, flying debris, and lightning strikes, which can result in injuries, property damage, or power outages. Outdoor activities and transportation are often disrupted, and schools or businesses may need to close temporarily during high-impact events. For agriculture, strong winds and hail can damage crops, fruit trees, and irrigation systems, while heavy rainfall may cause soil erosion or flooding that harms planting and harvest cycles. Infrastructure is also vulnerable, with severe storms capable of downing power lines, damaging roads, traffic signals, communication systems, and public buildings. Repeated storm events can strain emergency services, increase maintenance costs, and slow recovery efforts, particularly in rural areas.
Vulnerability	Lake County is very susceptible to severe storms. The effects of thunderstorms and wind events will be felt even more than in the past as the county's population continues to grow, and residents could experience greater damage than in the past. Agricultural lands throughout the county could suffer damage and economic losses from any storm. Individuals in open areas such as golf courses and parks are at a particular risk, as well as those who may be participating in boating or other water activities on the numerous lakes and streams in the county. Critical facilities and infrastructure could see potential impacts from devastating storms. Lightning can cause fires during dry periods. Issues pertaining to this would likely be in unincorporated areas of Lake County within forested areas.
Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 3 – Very Likely: Annually **Probability:** Ranking of the likelihood of the hazard occurring in the future. 3 – Very Likely: Annually **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 – Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 – Low: Little to no impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 – Low: Little to no damage to the environment recorded **Total Points** 9 Points

Table 11: High Wind Threat Chart[15]

High Wind Threat Level	Threat Level Descriptions
Extreme	**"An Extreme Threat to Life and Property from High Wind."** "Damaging high wind" with sustained speeds greater than 58 mph, or frequent wind gusts greater than 58 mph. Damaging wind conditions are consistent with a high wind warning.
High	**"A High Threat to Life and Property from High Wind."** "High wind" with sustained speeds of 40 to 57 mph. Wind conditions consistent with a high wind warning.
Moderate	**"A Moderate Threat to Life and Property from High Wind."** "Very windy" with sustained speeds of 26 to 39 mph, or frequent wind gusts of 35 to 57 mph. Wind conditions consistent with a wind advisory.
Low	**"A Low Threat to Life and Property from High Wind."** "Windy" conditions. Sustained wind speeds of 21 to 25 mph, or frequent wind gusts of 30 to 35 mph.
Very Low	**" A Very Low Threat to Life and Property from High Wind."** "Breezy" to "Windy" conditions. Sustained wind speeds around 20 mph, or frequent gusts of 25 to 30 mph.
Non-Threatening	**" No Discernable Threat to Life and Property from High Wind."** The sustain wind speeds are non-threatening; "breezy" conditions may still be present.

[15] https://www.weather.gov/mlb/seasonal_wind_threat

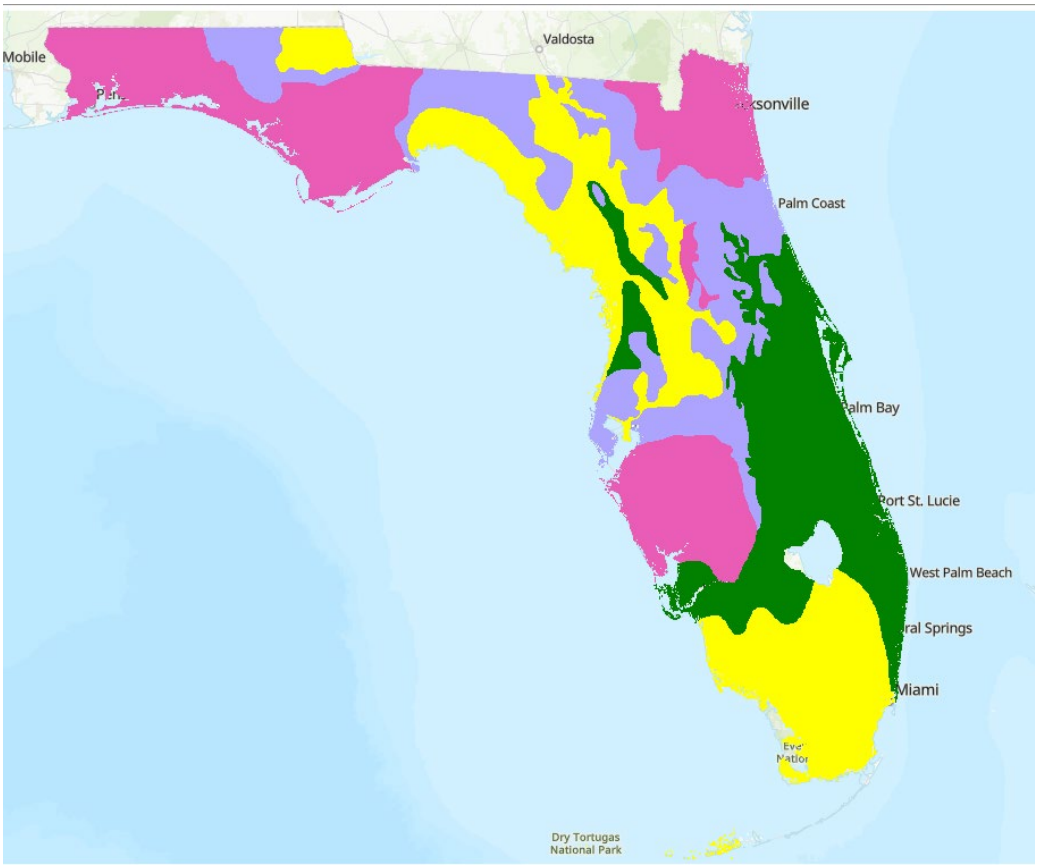
8. Geological Incidents (Sinkholes and Erosion)	
Description	Erosion occurs when land is gradually worn away by natural forces such as waves, currents, and wind. While this is a naturally occurring process, it can be accelerated or slowed by human activity, for example, through construction, deforestation, or shoreline stabilization efforts. Erosion is typically measured in terms of material loss, often calculated in cubic yards. Sinkholes are depressions or holes in the ground that form when there is no natural external surface drainage. According to the United States Geological Survey (USGS), water from rainfall typically accumulates in a sinkhole and drains into the subsurface. These formations can appear suddenly and dramatically, often after the underground cavities, formed by the gradual dissolution of soluble rock, become too large to support the surface above. When this happens, the ground can collapse without warning. Florida is particularly vulnerable to both erosion and sinkholes due to its unique Karst topography, a geological formation common throughout the southeastern United States. This landscape is underlain by soluble rocks like limestone and gypsum, which are gradually dissolved by groundwater over time. This chemical weathering creates an extensive network of underground drainage systems, caves, and voids. As these subterranean spaces expand, they can lead to ground subsidence and the formation of sinkholes. Human activities, such as excessive groundwater withdrawal or construction, can further exacerbate both erosion and sinkhole formation.
Location	Lake County experiences several sinkholes per year, usually on private property. In cases where sinkholes occur in the public right-of-way, the Lake County Department of Public Works and/or the Florida Department of Transportation are notified to assess the sinkhole activity. Clermont, Groveland, Eustis, Leesburg, and other locations near major roadways and heavily developed and/or low-lying land are especially vulnerable to sinkholes and erosion. This is due to limestone bedrock, karst geology, and fluctuating groundwater levels. Sinkholes generally impact the community by causing physical damage. Their extent is measured in terms of the diameter of the opening and/or their depth (both usually measured in feet). Any size sinkhole is a threat because it can cause harm to people, pets, vehicles, or entire structures as they succumb to the unstable ground.
Extent	All areas of Lake County are susceptible to sinkholes and their potential effects. There is generally more sinkhole activity in the central portion of the county, with areas outside of the county to the north and east having much more activity, based on sinkhole reports by the U.S. and Florida Geological Surveys[16].

[16] https://floridadep.gov/fgs/sinkholes/content/subsidence-incident-reports

Previous Occurrences	From 2020 to 2024, Lake County experienced 21 documented sinkhole events, several of which stood out due to their scale or public impact. There have been no new erosion events since 2020. • *May 2020* – sinkhole opened in the westbound lane of State Road 46 near Deerwood Farm Road in Sorrento, resulting in a full road closure for repairs. • *November 2022* – smaller sinkhole formed at the intersection of Montevista Road and Bradley Circle in Clermont, prompting temporary road closures. • *April 2024* – a sinkhole developed on Alpine Street in the city of Mascotte, creating a surface depression approximately 10 feet in diameter and 3 feet deep. Geophysical investigations and standard penetration tests revealed three subsurface anomalies at depths of around 70 feet. To stabilize the area, approximately 250 cubic yards of pressure grout were injected. • *December 2024* – massive 60-foot-wide sinkhole opened in a shopping plaza off eastbound State Road 50 near U.S. Highway 27 in Clermont. This event disrupted gas lines and raised serious concerns about the structural stability of nearby businesses.
Probability	Lake County faces a moderate to elevated risk of sinkholes due to its underlying karst geology, which consists mainly of soluble limestone and other carbonate rocks. These rock formations are naturally prone to gradual dissolution by groundwater, leading to the development of underground cavities. When these cavities become too large to support the surface above, the ground can collapse suddenly, forming a sinkhole. Several key factors influence the risk of sinkholes. These include natural features like underground drainage systems and historical subsidence, as well as human activities such as groundwater pumping, construction, and changes to stormwater flow. These actions can accelerate the formation of sinkholes by altering underground water movement and increasing erosion in already vulnerable areas. While large-scale sinkholes are relatively rare, smaller ground subsidence events are more common and can still cause serious damage to property, roads, and utility systems.
Climate Change	Sinkholes may be impacted by climate change in terms of frequency and severity. If the amount of rainfall drastically increases or decreases, causing supersaturated ground or drought respectively, this may cause more, larger sinkholes to form throughout the county.
Impacts	Sinkholes can develop suddenly and without warning, threatening homes, personal safety, and property. In extreme cases, sinkholes have led to the evacuation or total loss of residential structures. Even smaller depressions can create fear, reduce property values, and result in costly repairs not always covered by insurance. Soil erosion, particularly on sloped areas or near waterways, can undermine the stability of building foundations and compromise landscaping, making long-term maintenance more difficult and expensive for homeowners. In agriculture, both sinkholes and erosion can cause substantial disruption. Farmlands affected by sinkholes may experience the sudden loss of usable acreage, damage crops, and create hazards for farm machinery and workers. Ground instability can also interfere with irrigation systems and water storage ponds, which are essential to the productivity of crops such as citrus, vegetables, and pastureland. Soil erosion further depletes valuable topsoil, reducing fertility and leading to lower crop yields. Infrastructure in Lake County is particularly vulnerable to both sinkholes and erosion, which can damage roads, bridges, utility lines, and stormwater systems. Sinkholes beneath roadways can lead to sudden collapses, endangering motorists and requiring significant repairs and traffic rerouting. Erosion along lakeshores, canals, and drainage systems can reduce water quality, clog culverts, and undermine the integrity of levees or embankments.

Vulnerability	Lake County has not seen any significant erosion events that have caused widespread property damage. However, erosion is being addressed along the Wekiva and St. Johns Rivers. Erosion can result in structures adjacent to water bodies becoming damaged or destroyed as their foundation begins to wear away. Even small amounts of erosion can lead to substantial impacts on homes and businesses. Erosion impacts would be fairly limited in scope as impacts to populations, tourism, agriculture, economic interest, critical facilities, and infrastructure have not been realized in the past. Apart from specific locations of previous incidents, there is no record kept of inches of ground material lost to erosion each year. Since 2020, there have been at least 21 individual sinkhole events in Lake County. While most of the sinkholes are relatively minor and pose little threat, there is always the possibility of a much larger sinkhole causing significant damage within the county. A majority of Lake County is listed as an area that is favorable to sinkhole formation. Sinkholes can have a diameter of greater than 200 feet, can be shallow or develop depths greater than 100 feet, and can create extremely dangerous situations by swallowing entire structures. Depending on the location of the sinkhole, homes, critical facilities, infrastructure, and agriculture could suffer negative effects. Economic effects could vary based on the size and location of the sinkhole.
Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 – Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 – Low: Little to no impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 2 – Medium: Minor damage to the environment recorded **Total Points** 8 Points

Figure 6: Sinkhole Zones in Florida[17]



Zone 1 (Yellow): This region consists of exposed or thinly covered carbonate rocks. Broad and shallow sinkholes are common in this area. Cities in the zone 1 region include Miami, Coral Springs, Hialeah, and Hollywood.

Zone 2 (Green): This region has permeable sand that varies in thickness from 20 to 200 feet. It mainly consists of small cover subsidence. Zone 2 cities include Fort Lauderdale, Port St. Lucie, and Orlando.

Zone 3 (Purple): Zone 3 has cohesive, low-permeable soil that forms abrupt collapse sinkholes. Cities in zone 3 include Tampa, Tallahassee, and St. Petersburg.

Zone 4 (Pink): This region consists of deeply inter-bedded carbonate rocks and cohesive clayey sands. Sinkholes are uncommon in this region, but collapse and small subsidence sinkholes can occur in shallow beds. Cities located in zone 4 include Jacksonville and St. Augustine.

[17] https://geodata.dep.state.fl.us/datasets/FDEP::florida-sinkhole-types/about

9. Brush Fires, Wildfires and Forest Fires	
Description	Wildfires are unplanned and uncontrolled fires that occur in natural environments, such as forests, grasslands, or prairies. These fires often ignite without warning and can spread rapidly, especially under dry and windy conditions. As urban development continues to expand into previously undeveloped natural areas, more homes, businesses, and infrastructure are being built in regions that are at risk of wildfires. This zone where human development meets and intermingles with wildland vegetation is referred to as the Wildland-Urban Interface (WUI). Living or operating in the WUI increases the risk of property damage and loss of life due to the proximity to combustible vegetation and limited access for emergency responders. Wildfires can have devastating consequences. In addition to consuming vast areas of natural habitat and threatening biodiversity, they can destroy homes, businesses, and public infrastructure.
Location	Lake County is uniformly exposed to wildfire risk. Areas within the county that are most vulnerable to brush, wildfires, and forest fires are generally rural and heavily wooded or vegetated, particularly in the southern and far eastern parts of the county, including Clermont, Groveland, Mascotte, Umatilla, and Sorrento. In these areas, dry fuels and forested lands are abundant. Fire risk is highest during Florida's dry season, from January through May, and is further elevated during drought conditions, when burn bans and extreme fire danger warnings are in effect. While forest fires pose a serious threat to property and communities, they also play a critical role in Florida's ecology. Much of the northeast portion of Lake County lies within the Ocala National Forest, which contains many longleaf pines—a fire-dependent species. Extended drought periods, sometimes associated with the "La Niña" weather pattern, can increase wildfire risk, but controlled burns help reduce fuel buildup that would otherwise accumulate over years without fire. Both the Florida and U.S. Divisions of Forestry use controlled, naturally occurring, and prescribed burns to manage wildfire risk and maintain healthy forest ecosystems in accordance with their forest management plans. Despite these measures, uncontrolled wildfire continues to pose a threat to Lake County.
Extent	In addition to the threat they pose to homes and business, wildland fires affect visibility and air quality and can severely affect populations with compromised respiratory systems. While all areas of Lake County are vulnerable to wildfires, the northeast and southern portions of the county are more likely to experience direct incidents of wildland fires.
Previous Occurrences	Notable events include the widespread 1998 fires during a severe drought, the 10,000-acre Green Swamp Fire in 2001, and the 2008 Deerhaven Fire that led to mass evacuations. Other major incidents include the 2012 Groveland fires, the 2016 Eustis Radio Tower Fire, and the 2017 Sod Farm II Fire, which burned 782 acres and forced evacuations. Since 2020, there have been numerous fires impacting hundreds of acres. These fires were caused by a variety of sources including yard debris burning, lightning, prescribed burns, structure and recreational fires, and unknown origins. • 2021 - 56 fires - 1,094 acres • 2022 - 51 fires - 481 acres • 2023 - 44 fires - 628 acres • 2024 - 23 fires - 438 acres • 2025 - 45 fires - 438 acres

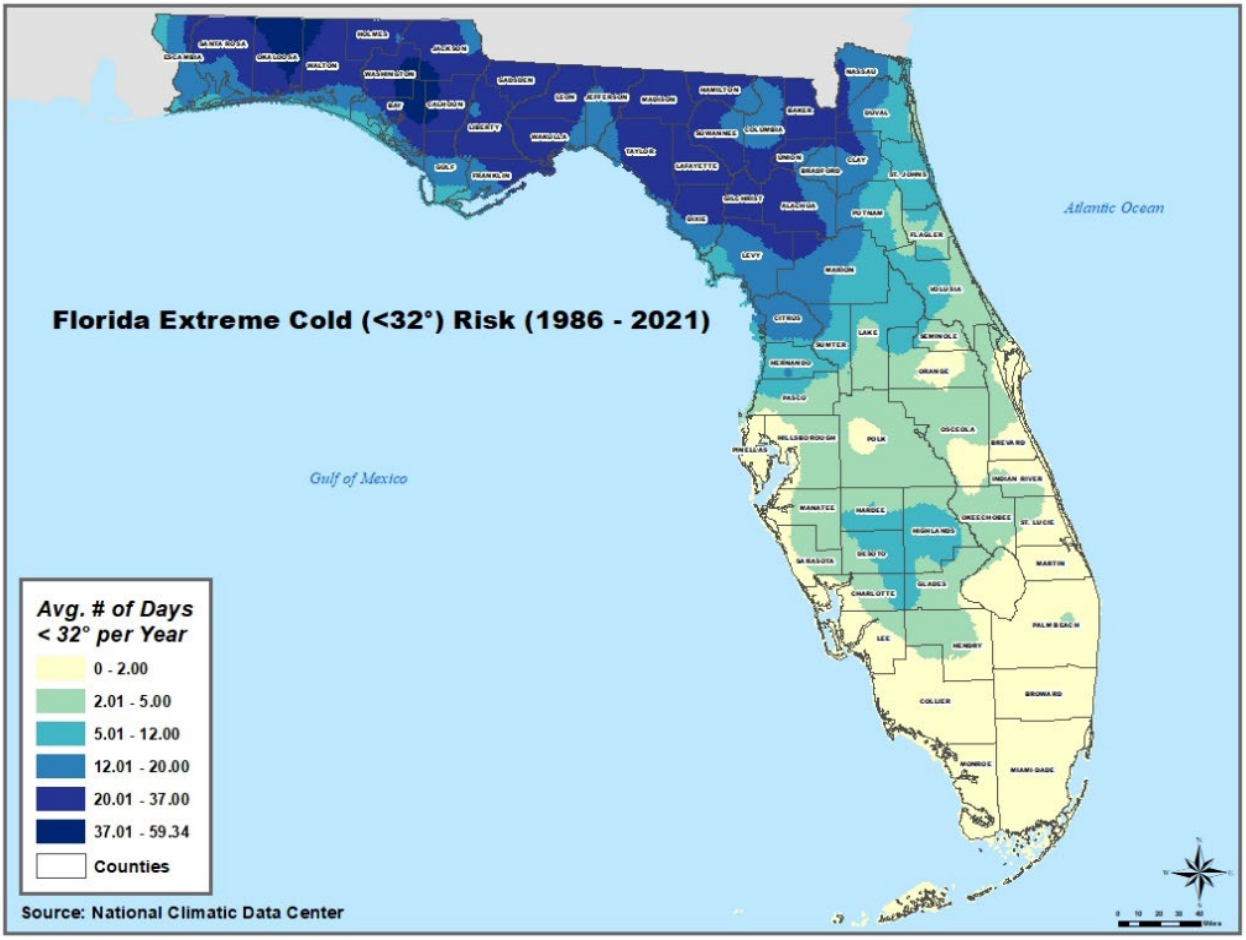
Probability	Lake County, Florida, faces a relatively low overall risk of wildfires. However, the threat remains significant, particularly in areas located near forests, grasslands, or other natural vegetation, known as the wildland-urban interface. Drought conditions, particularly during the dry spring months, can substantially increase wildfire risk. While the annual probability of wildfire affecting a specific property in Lake County is generally under 0.1%, homes situated near undeveloped or wooded areas may face a higher cumulative risk, potentially exceeding 6% over 30 years. As development expands into more fire-prone zones, it becomes increasingly important for residents to stay alert during high-risk seasons, follow local burn regulations, and create defensible space around their homes to help prevent and mitigate wildfire damage.
Climate Change	An overall drier atmosphere in certain parts of the world, as others get wetter, allows for more frequent and impactful fires during an ever-lengthening dry season. Additionally, climate change is leading to an average increase in temperature globally, helping in addition to the dry spells to create an atmosphere primed for fires.
Impacts	In addition to impacts on homes and businesses, wildfires can significantly affect public health, agriculture, and infrastructure. Public health risks include respiratory and cardiovascular ailments from smoke exposure, which can travel miles and linger even in urban areas. Post-fire hazards persist, and residents may face chemical contamination of drinking water sources, especially private wells or damaged municipal piping systems. In agriculture, smoke can stress livestock and impact crop growth, while fire-damaged irrigation infrastructure (e.g., pumps, fencing) may result in yield losses and increased recovery costs. Infrastructure-wise, wildfires can damage power and utility lines, exacerbate disruptions caused by fallen trees or weakened poles, and overload drainage systems after fires when ash and sediment are washed into waterways. Road closures may result either from active fires or post-fire remediation efforts.
Vulnerability	Lake County has a considerable number of undeveloped areas with prime fuel sources for fires and has experienced major fire events in the past. A 2019 assessment identified the following communities to be at the highest risk: • Cassia • Green Swamp • North Lake • Pine Lakes • The Royal Trails Subdivision The Florida Forest Service Wildland Urban Interface (WUI) Risk Index areas where wildfires may impact people and their homes and assesses a risk based on housing density and fire intensity (Flame Length) to determine areas that may be majorly impacted by a wildfire incident.

Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Medium: Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 – Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 – Medium: Minor impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 2 – Medium: Minor damage to the environment recorded **Total Points** 9 Points

10. Winter Storms	
Description	Winter Storm/Freezes are weather events involving accumulating frozen precipitation, such as snow, sleet, and/or freezing rain. These events are relatively rare in Florida, particularly in the southern regions. A hard freeze is defined as a period when overnight temperatures drop to 32°F (0°C) or lower. A hard freeze occurs when temperatures fall below 28°F (-2°C) for at least four consecutive hours, posing a greater risk to vegetation, plumbing, and infrastructure.
Location	Winter storms have the potential to impact all of Lake County; however, the northern and more rural portions of the county are most vulnerable. These areas are more exposed to cold air and passing cold fronts, contain a higher concentration of agricultural land sensitive to freezing temperatures, and generally have less infrastructure protection compared to more urbanized areas. The freeze line runs through the northern part of the county, just north of Altoona, increasing the likelihood of freeze impacts in these locations. Extreme freezing temperatures are not typical of Florida's climate; however, each winter carries the threat of at least a moderate freeze. In Lake County, this hazard poses a particular risk to the vegetable, foliage, and citrus industries. Freeze events can be widespread and affect multiple areas simultaneously. If temperatures remain at freezing levels for extended periods, significant crop and landscape damage may occur, with consequential impacts on the county's economy and employment base.
Extent	One of the most significant freeze events in Florida's history occurred in February 2001, when the President issued a major disaster declaration to provide federal assistance. The agricultural industry suffered substantial losses, resulting in widespread job impacts across the state, including in Lake County. Since 2010, Lake County has experienced 2 freeze events and 1 wind chill event, but no such winter weather events have been recorded since 2020.
Previous Occurrences	The freeze line runs through the northern part of Lake County, just north of Altoona, although the entire county could be impacted. Personal injury or death due to freezing conditions is not considered a hazard except for those experiencing homelessness, and indirectly through fire caused by incorrect or careless use of space heaters. The elderly and those living in substandard housing may be disproportionately impacted as many do not have heat. Additionally, consumer demand for electricity during periods of extreme cold weather may overload the electrical grid, which can cause outages.
Probability	All areas of Lake County have experienced episodes of freezing temperatures in the past, demonstrating that the entire county is vulnerable to such weather events. Based on these past occurrences, the likelihood of future freezing events in Lake County is considered moderate, indicating a consistent but not extreme level of risk.
Climate Change	Climate change will likely not increase the occurrences or magnitude of winter storms and freezes in Lake County. However, climate change does not mean that winter storms and freezes would not continue to occur in the county. Climate variability will continue to influence daily temperature variability, but isolated or prolonged winter freeze events will still occur.

Impacts	Freezing temperatures pose serious risks such as hypothermia and frostbite, particularly among vulnerable groups like the elderly, children, and individuals without access to adequate shelter or heating. Road conditions may also become hazardous due to frost or black ice, increasing the likelihood of vehicular accidents. In some instances, ice accumulation can lead to power outages by damaging power lines and trees, leaving residents without heat or electricity during periods of extreme cold. The agricultural sector is particularly vulnerable to winter weather. Freezing temperatures can damage or destroy sensitive crops such as citrus, blueberries, and ornamental plants, which are economically significant to the region. Even a brief cold snap can reduce yields, harm plant health, and lead to long-term losses. Livestock are also susceptible to cold stress if proper shelter and care are not provided. When severe freezes occur, cumulative damage can result in significant economic setbacks for farmers and agricultural businesses, as replanting and recovery costs add up. However, with rural land increasingly being developed for other uses, the economic impact of cold weather in Lake County is concentrated to impacts on infrastructure. One common infrastructure issue during freezing temperatures and winter storms is the freezing and bursting of water pipes, particularly in older buildings or homes with exposed plumbing. This can lead to flooding, water damage, and costly repairs. Transportation infrastructure, while not typically equipped for snow or ice, can become hazardous, especially on bridges and overpasses, which tend to freeze more rapidly than other road surfaces. Additionally, the electrical grid and communications systems may experience disruptions due to ice accumulation and cold-induced mechanical failures.
Vulnerability	Temperatures in Lake County can drop as low as the single digits, but rarely below zero. Additionally, light freezing rain has been reported on occasion. Frozen precipitation in small amounts, although not commonplace, is possible in Lake County. Lake County is not normally subject to the types of winter storms experienced in the panhandle, which, on occasion, include snow precipitation and accumulation. The typical effects felt in Lake County are from wind, wind chill, and freezing.
Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 – Low: No injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 – Medium: Minor impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 – Low: Little to no damage to the environment recorded **Total Points** 8 Points

Figure 7: Florida Extreme Cold Risk (1986 – 2021)[18]



[18] https://www.ncei.noaa.gov/cdo-web/

11. Epidemic/Pandemic	
Description	The World Health Organization (WHO) declares a pandemic when a disease spreads exponentially across multiple countries and populations. This designation is based on the geographic spread and rapid growth of cases, not on the virus's severity, virology, or population immunity. In contrast, the U.S. Centers for Disease Control and Prevention (CDC) define an epidemic as an unexpected increase in the number of disease cases within a specific geographic area. Epidemics can involve contagious diseases like measles or smallpox, but also non-contagious conditions such as obesity or West Nile fever. An epidemic refers to any health-related issue with rates clearly above the expected norm in a community or region.
Location	Populated areas throughout Lake County and its jurisdictions are the most at risk from human disease. Disease itself is not a risk to the physical or operating integrity of any type of structure. However, high absenteeism could threaten the operating capabilities of businesses, industries, institutions, and government agencies.
Extent	In the event of a pandemic, medical and health care facilities may be overwhelmed. Public safety would be compromised due to illness among public safety and security agencies. Quarantine and isolation techniques would be imposed, requiring a significant enforcement challenge. Temporary healthcare facilities and field hospitals would have to be activated and staffed by professionals from outside the county
Previous Occurrences	*Spanish Influenza (1918 – 1919)* – One of the deadliest pandemics in recorded history. It emerged in August 1918 in three separate locations: Brest (France), Boston (USA), and Freetown (Sierra Leone). This unusually severe strain of influenza spread rapidly across the globe, killing approximately 25 million people within six months. Some estimates suggest the total death toll exceeded 50 million. India suffered heavily, with an estimated 17 million deaths, while the United States recorded about 500,000 and the United Kingdom around 200,000 fatalities. The pandemic subsided within 18 months, and the specific viral strain was never conclusively identified. *H5N1 "Bird Flu" (1997)* – This highly pathogenic avian influenza virus was first detected in geese in China in 1996 and soon found in humans in Hong Kong during a poultry outbreak in 1997. Since 2003, sporadic human infections have been reported across Asia, later spreading to Africa, Europe, and the Middle East. Six countries, Bangladesh, China, Egypt, India, Indonesia, and Vietnam, are considered endemic for the virus. Although most human infections have involved close contact with infected birds, rare instances of human-to-human transmission have occurred. However, these have not resulted in sustained community spread. *SARS (Severe Acute Respiratory Syndrome) (2003)* – appeared in Asia and quickly spread to over two dozen countries across North America, South America, Europe, and Asia. Caused by the SARS-associated coronavirus (SARS-CoV), the outbreak was eventually contained by mid-2003. No known cases of SARS have been reported globally since 2004, though its emergence set the stage for future coronavirus preparedness. *H1N1 Influenza (2009)* – This virus was first detected in the United States. It spread rapidly worldwide, containing a unique combination of influenza genes not previously identified in animals or humans. This virus, designated as influenza A (H1N1) pdm09, led to an estimated 60.8 million cases, over 274,000 hospitalizations, and 12,469 deaths in the U.S. alone from April 2009 to April 2010.

	Ebola Virus (2014 – 2016) – This outbreak began in southeastern Guinea and marked the start of the largest Ebola epidemic in history. The virus had a high fatality rate and raised global awareness about preparedness and response to hemorrhagic fevers. *Zika Virus (2015 – 2016)* – This outbreak in began in Brazil and quickly spread across the Americas, Southeast Asia, and the Pacific. The Zika virus, transmitted primarily by mosquitoes, caused widespread concern due to its link to birth defects such as microcephaly. In 2016, the U.S. reported 5,168 cases, with 1,107 occurring in Florida alone. *Hepatitis A (2018 – 2020)* – Although the peak of the outbreak occurred in 2019, cases continued to be reported into 2020. In Lake County, cases were actively monitored during June 2020, though the major statewide spike had already passed by that time. From January 1 to June 30, 2020, Florida reported 678 Hepatitis A cases statewide, with Lake County accounting for three of those cases. From June 1, 2020, through June 30, 2025, a total of fourteen Hepatitis A cases were reported and investigated in Lake County. *COVID-19 (2020)* – Began with a novel coronavirus outbreak in Wuhan, China. CDC and WHO quickly began monitoring the virus, which soon spread globally. As of February 5, 2020, nearly 778 million laboratory-confirmed cases had been reported worldwide, resulting in over 7 million deaths. The U.S. declared a public health emergency on January 31, 2020, and took measures to limit transmission. COVID-19 led to widespread societal disruption, healthcare strain, and long-term global impact. 38,616 COVID-19 cases were investigated and reported in Lake County between June 1, 2020, and June 30, 2025.
Probability	It is reasonable to anticipate that Lake County may experience another disease outbreak in the future. While the likelihood of a pandemic or epidemic occurring in the area is considered low to moderate, such events cannot be entirely ruled out. The interconnected nature of global health, combined with evolving pathogens and changing environmental and social factors, underscores the importance of continued public health preparedness and monitoring.
Impacts	Pandemics and epidemics can cause strain on healthcare systems, which quickly become overwhelmed by a surge in patients. This can lead to shortages of medical staff, hospital beds, and critical supplies. Additionally, widespread illness often results in increased morbidity and mortality, especially among vulnerable populations such as the elderly or those with preexisting conditions. Measures such as quarantines, school closures, and restrictions on public gatherings can significantly disrupt daily life. Labor shortages may arise due to illness or movement restrictions, affecting all industries, but especially agriculture. Shortage of agriculture laborers can impact the ability to plant, harvest, and care for livestock. Disruptions in supply chains can delay or prevent the transport of goods, impacting both food availability and export markets. This can contribute to rising prices, reduced access to food, and growing food insecurity within affected communities.
Vulnerability	Lake County is uniformly vulnerable to a pandemic event; however, it is likely specific populations would be disproportionately affected. These populations include the elderly, children, and those with pre-existing medical conditions.

Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: no injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 - Low: little to no impact or damage to infrastructure and economy Recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 - Low: little to no damage to environment recorded **Total Points** 7 Points

Table 12: Number of COVID-19 Cases in Lake County, FL

Year	Cases Reported	Cases Investigated by Epi
6/1/2020 – 12/31/2020	15,489	8,231
2021	44,852	16,749
2022	45,320	11,253
2023	9,770	1,860
2024	7,748	402
1/1/25 – 6/30/25	1,987	523
Total COVID-19 Cases	125,166	39,018

12. Hazardous Materials	
Description	Hazardous materials are those that, due to their chemical, physical, or biological properties, present a potential threat to human life, health, the environment, or property when released or improperly managed. These materials can be toxic, flammable, corrosive, reactive, infectious, or radioactive. Their harmful effects may occur through direct contact, inhalation, ingestion, or environmental contamination. Examples include industrial chemicals, biological agents, petroleum products, heavy metals, and radioactive materials. The risk associated with these substances depends on their nature, quantity, method of release, and the vulnerability of the exposed population or environment.
Location	Although these incidents can occur anywhere, certain areas of the County are at higher risk, such as roadways that are frequently used for transporting hazardous materials and locations with industrial facilities that use, store, or dispose of such materials. Areas crossed by railways, waterways, airways, and pipelines are also at a higher risk of potential mishaps. Incidents can occur at nearly every stage of hazardous material handling. Communities can be at risk if a chemical is used unsafely or released in harmful amounts into the environment. Hazardous materials can cause death, serious injury, long-lasting or chronic health effects, and damage to buildings, the environment, homes, and other property. The term “release” includes spilling, leaking, pumping, pouring, emitting, emptying, discharging, escaping, leaching, dumping, or disposing into the environment of any hazardous material. Hazardous materials releases (HMRs) may be intentional or accidental and may occur at fixed facilities or on vehicles.
Extent	The primary concerns related to hazardous materials releases are: • Life and safety concerns – Chemical, biological, and radiological agents can cause significant health risks to those exposed; biological agents can be especially dangerous if they are infectious. Flammable and explosive materials also present life safety concerns if they are exposed to heat. • Costly and delicate nature of cleanup – Any release of a hazardous material requires a thorough and careful clean-up of the site and decontamination of those exposed. • Operational delays – Delays caused by release and the ensuing evacuation and cleanup processes could lead to significant economic losses due to traffic delays or operational shut-down. Most incidents occur with little or no warning and can be difficult to detect until symptoms present themselves in those affected. Although major chemical incidents seem most threatening, it is the smaller, more routine accidents and spills that have a greater impact on humans, wildlife, the economy, and the environment. Some of the most common spills involve tanker trucks and railroad tankers containing gasoline, chlorine, or other industrial chemicals.
Previous Occurrences	Lake County Fire Rescue responded to a total of 54 hazardous materials (HAZMAT) incidents between 2020 and 2025. These responses included a range of situations such as chemical hazards, chemical spills or leaks, and refrigeration system leaks. The number of HAZMAT incidents by year is as follows: • 2020: 6 incidents • 2021: 11 incidents • 2022: 9 incidents • 2023: 14 incidents • 2024: 9 incidents • 2025: 5 incidents reported to date

Probability	The transportation of hazardous materials in Lake County is regular and necessary due to the county's network of major highways and regional connectors. Roads such as US 27, US 441, State Roads 19, 33, and 44, along with Florida's Turnpike, serve as key freight corridors for the movement of fuels, industrial chemicals, agricultural inputs, and other regulated substances. These routes link industrial areas, ports, and distribution centers throughout Florida and beyond. County roads like CR 44, CR 46, and CR 48 also play an important role by connecting rural zones and smaller communities to these main transportation arteries, facilitating local deliveries and agricultural logistics.
Impacts	Releases pose an immediate threat to public health and safety, as exposure to toxic substances—through air, water, or soil—can lead to respiratory issues, chemical burns, poisoning, and long-term illnesses. In response, authorities may need to issue evacuation or shelter-in-place orders, causing significant disruption to daily life and placing pressure on emergency services. Spills involving pesticides, fertilizers, fuels, or industrial chemicals can contaminate soil and water supplies, damage crops, and harm livestock. These incidents often lead to costly cleanup efforts and can result in lost income for farmers, reduced productivity, and long-term soil degradation. If contamination affects groundwater or irrigation systems, the impact may spread widely, potentially affecting entire agricultural communities. Major transportation corridors such as US 27, US 441, State Roads 19, 33, and 44, along with Florida's Turnpike and key county roads, are heavily used for the transport of hazardous materials. Incidents on these routes can result in prolonged road closures, traffic delays, and expensive road repairs. Contamination can also affect stormwater systems, utilities, and nearby public infrastructure, complicating cleanup and restoration efforts. These disruptions hinder daily transportation and commerce.
Vulnerability	Nearly every community in Lake County has at least one facility that stores, produces, or utilizes hazardous materials. Propane installations are located across the state, and their presence increases the risk of an incident occurring. Hazardous material shipments move through the county annually; these shipments can occur at any time, day or night, and by means of road, rail, air, and water, and are often through areas with urbanized, high traffic volume routes. Under Title III of the Emergency Planning and Community Right to Know Act[19], facilities that meet certain requirements must report to federal, state, and local authorities. These facilities are commonly referred to as "Tier I" or "Tier II" facilities. There are approximately 250 Tier II facilities, with over 500 hazardous materials, located in Lake County.

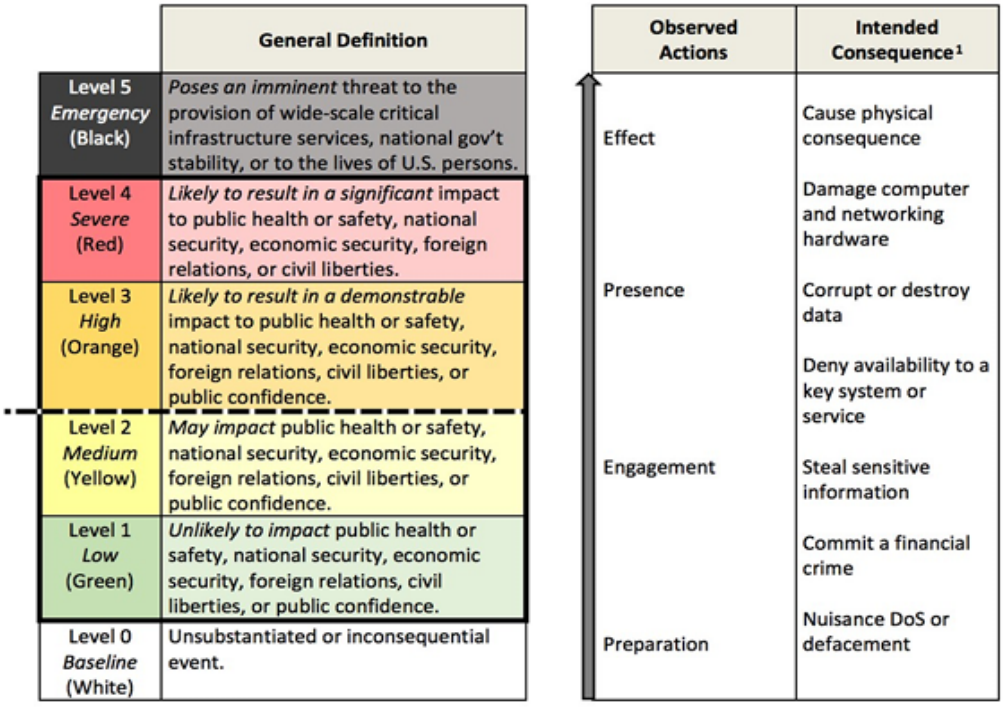
[19] https://www.epa.gov/epcra

Vulnerability Scorecard	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: no injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 1 - Low: little to no impact or damage to infrastructure and economy Recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 - Low: little to no damage to environment recorded **Total Points** 7 Points

13. Cyber Incident	
Description	An occurrence that compromises, or poses a potential threat to, the confidentiality, integrity, or availability of an information system or the data it processes, stores, or transmits. It may also involve the violation or the imminent threat of violation of security policies, procedures, or acceptable use standards.
Location	Any person or infrastructure utilizing the internet is susceptible to cybersecurity threats. Energy pipelines, specifically U.S. natural gas pipelines, have been cited by DHS as targets of cyberattacks.
Extent	While cyber risks and threats are often perceived as having no specific locations, there are physical sites that would be impacted. Locations at risk include government agencies, higher education institutions, medical facilities, and various private sector entities.
Previous Occurrences	FDEM requires that all ransomware incidents and cybersecurity incidents classified as level 3 or higher be reported, based on the state's defined scale. To date, no such incidents have occurred in Lake County that have required reporting. From 2020 to present, the City of Tavares has reported 1 Cyber Incident, but the Lake County Sheriff's Office did not assist.
Probability	The probability of cyber incidents in Lake County is moderate. Florida ranks among the top states for reported cybercrime incidents, with approximately 182 victims per 100,000 residents annually. This positions the state as a high-risk area for cyber threats, including data breaches, phishing attacks, and ransomware events. Given that Lake County operates within this landscape and has a growing reliance on digital infrastructure for public services, the potential for cyber incidents remains an ongoing concern.
Impacts	Any disruption caused by a cyberattack can directly affect residents. A compromised system might delay emergency response times, restrict access to public health services, or expose sensitive personal information, leading to identity theft and loss of trust in public institutions. Disruptions to online platforms used for tax payments, utility billing, school systems, or public records could create confusion, financial hardship, and anxiety across the community. Lake County's agricultural sector increasingly relies on digital systems for supply chain coordination, irrigation controls, GPS-guided equipment, and farm data management. A cyberattack on these systems could disrupt planting, harvesting, or livestock management, leading to significant production delays and financial losses. Cyberattacks on agricultural cooperatives or local processing facilities could impact the entire food supply chain. Lake County's transportation systems, utilities, water treatment plants, and communication networks all depend on interconnected technology. A targeted attack on these systems could cause power outages, water service disruptions, or traffic signal failures, creating safety hazards and operational gridlock. Cyberattacks on public works or municipal IT networks may also halt building inspections, permitting, or emergency coordination.
Vulnerability	The public is heavily reliant on technology for daily life, including cell phones, handheld devices such as tablets, and computers. Any disruption to this technology caused by cyberattack would impair the ability of the public to conduct basic activities such as communications, mobile banking, and work. In addition to the public impact, a significant majority of government and critical infrastructure systems are in some way tied to technology, oftentimes through virtual operations, supervisor control, and data acquisition (SCADA) systems. For this reason, all of Lake County is uniformly vulnerable to cyberattacks.

Score	**Frequency:** Ranking of how often hazards occurred in the past. 2 – Likely: Every 5 to 10 years **Probability:** Ranking of the likelihood of the hazard occurring in the future. 2 – Likely: Every 5 to 10 years **Magnitude** **Injuries:** Ranking of how many injuries and/or deaths have been recorded. 1 - Low: no injuries or deaths recorded **Infrastructure/Economy:** Ranking of the general impact on infrastructure and the economy due to the hazard occurrence. 2 - Medium: minor impact or damage to infrastructure and economy recorded **Environment:** Ranking of the general impact on the environment due to the hazard occurrence. 1 - Low: little to no damage to environment recorded **Total Points** 8 Points

Figure 8: Cybersecurity Incident Severity Schema[20]



[20] https://www.floridadisaster.org/globalassets/2024-cemp---esf-20.pdf

Table 13: Common Types of Cyber Attacks

Type of Attack	Description
Botnet	A collection of compromised machines (bots) under (unified) control of an attacker (botmaster).
Denial of service	A method of attack from a single source that denies system access to legitimate users by overwhelming the target computer with messages and blocking legitimate traffic. It can prevent a system from being able to exchange data with other systems or use the Internet.
Distributed denial of service	A variant of the denial of service attack that uses a coordinated attack from a distributed system of computers rather than from a single source. It often makes use of worms to spread to multiple computers that can then attack the target.
Exploit tools	Publicly available and sophisticated tools that intruders of various skill levels can use to determine vulnerabilities and gain entry into targeted systems.
Logic bombs	A form of sabotage in which a programmer inserts code that causes the program to perform a destructive action when some triggering event occurs, such as terminating the programmer's employment.
Phishing	The creation and use of emails and websites designed to look like those of well-known legitimate businesses, financial institutions, and government agencies in order to deceive Internet users into disclosing their personal data, such as bank and financial account information and passwords. Phishers use or sell this information for criminal purposes, such as identity theft and fraud.
Sniffer	Also knows as packet sniffer. A program that intercepts routed data and examines each packet in search of specified information, such as passwords transmitted in clear text.
Trojan horse	A computer program that conceals harmful code. A Trojan horse usually masquerades as a useful program that a user would wish to execute.
Virus	A program that infects computer files, usually executable programs, by inserting a copy of itself into the file. These copies are usually executed when the infected file is loaded into memory, allowing the virus to infect other files. Unlike the computer worm, a virus requires human involvement (usually unwitting) to propagate.
War dialing	Simple programs that dial consecutive telephone numbers looking for modems.
War driving	A method of gaining entry into wireless computer networks using a laptop, antennas, and a wireless network adaptor that involves patrolling locations to gain unauthorized access.
Worm	An independent computer program that reproduces by copying itself from one system to another across a network. Unlike computer viruses, worms do not require human involvement to propagate.

Table 14: Common Sources of Cybersecurity Threats

Threat	Description
Bot-network operators	Bot-network operators are hackers; however, instead of breaking into systems for the challenge or bragging rights, they take over multiple systems in order to coordinate attacks and to distribute phishing schemes, spam, and malware attacks. The services of these networks are sometimes made available on underground markets (e.g., purchasing a denial-of-service attack, servers to relay spam or phishing attacks, etc.).
Criminal groups	Criminal groups seek to attack systems for monetary gain; specifically, organized crime groups use spam, phishing, and spyware/malware to commit identity theft and online fraud. International corporate spies and organized crime organizations also pose a threat to the United States through their ability to conduct industrial espionage and large-scale monetary theft, and to hire or develop hacker talent.
Foreign intelligence services	Foreign intelligence services use cyber tools as part of their information-gathering and espionage activities; in addition, several nations are aggressively working to develop information warfare doctrine, programs, and capabilities. Such capabilities enable a single entity to have a significant and serious impact by disrupting the supply, communications, and economic infrastructures that support military power—impacts that could affect the daily lives of U.S. citizens across the country.
Hackers	Hackers break into networks for the thrill of the challenge or for bragging rights in the hacker community. While remote hacking once required a fair amount of skill or computer knowledge, hackers can now download attack scripts and protocols from the Internet and launch them against victim sites. Thus, while attack tools have become more sophisticated, they have also become easier to use. According to the Central Intelligence Agency, the large majority of hackers do not have the requisite expertise to threaten difficult targets such as critical U.S. networks; nevertheless, the worldwide population of hackers poses a relatively high threat of an isolated or brief disruption causing serious damage.
Insiders	The disgruntled organization insider is a principal source of computer crime. Insiders may not need a great deal of knowledge about computer intrusions because their knowledge of a target system often allows them to gain unrestricted access to cause damage to the system or to steal system data. The insider threat also includes outsourcing vendors as well as employees who accidentally introduce malware into systems.
Phishers	Individuals or small groups that execute phishing schemes in an attempt to steal identities or information for monetary gain. Phishers may also use spam and spyware/malware to accomplish their objectives.
Spammers	Individuals or organizations that distribute unsolicited email with hidden or false information in order to sell products, conduct phishing schemes, distribute spyware/malware, or attack organizations (e.g., denial of service).
Spyware/ Malware authors	Individuals or organizations with malicious intent carry out attacks against users by producing and distributing spyware and malware. Several destructive computer viruses and worms have harmed files and hard drives, including the Melissa Macro Virus, the Explore.Zip worm, the CIH (Chernobyl) Virus, Nimda, Code Red, Slammer, and Blaster.
Cyberterrorists	Cyberterrorists seek to destroy, incapacitate, or exploit critical infrastructures in order to threaten national security; cause mass casualties, weaken economies, or target businesses; and/or damage public morale and confidence. Cyberterrorists may use phishing schemes or spyware/malware in order to generate funds or gather sensitive information.

III. VULNERABILITY ASSESSMENT METHODOLOGY AND CONCLUSIONS

For most of the hazards included in this plan, all jurisdictions in Lake County are equally at risk and have similar hazard vulnerabilities. For other hazards, some areas are more vulnerable than others due to geographical or property characteristics. These hazards include flooding, sinkholes, wildfires, and dam/levee failure.

A. Assessing Vulnerabilities

1. Repetitive Loss Properties

   The Flood Mitigation Assistance (FMA) Program was established under the National Flood Insurance Reform Act of 1994 and is designed to reduce or eliminate claims under the National Flood Insurance Program (NFIP). Administered by FEMA in partnership with the Florida Division of Emergency Management (FDEM), the program provides funding to state, tribal, and local governments for projects that mitigate flood risk and reduce long-term reliance on federal disaster assistance. Eligible activities include property acquisition and demolition, structure elevation, floodproofing, and other measures that address repetitive flood losses.

   A central focus of the FMA Program is addressing Repetitive Loss (RL) Properties and Severe Repetitive Loss (SRL) Properties, which represent the most flood-prone structures insured under the NFIP. FEMA defines these categories as follows:

   - **Repetitive Loss Property (RL):** An NFIP-insured structure with at least two separate flood insurance claim payments of more than $1,000 each within any rolling 10-year period since 1978.
   - **Severe Repetitive Loss Property (SRL):** An NFIP-insured structure that has either (1) at least four claim payments of more than $5,000 each, with a cumulative total of more than $20,000, or (2) at least two separate claim payments where the cumulative total exceeds the current market value of the structure.

   As of the 2025 LMRS update, Lake County has twenty-five (25) RL properties and two (2) SRL properties, all of which are residential. These properties are distributed throughout unincorporated Lake County. Only two municipalities contain properties with an RL designation: Mascotte and Mount Dora. The Lake County Department of Public Works, along with municipal governments, continue to coordinate with property owners, FDEM, and FEMA to identify potential mitigation strategies, including participation in FMA-funded projects. The county and its jurisdictions remain committed to reducing flood risk and alleviating the repetitive impacts of flooding on these vulnerable properties.

2. Local Match Requirement/Potential Funding Sources

   Most federal mitigation programs, including those administered through the Florida Division of Emergency Management (FDEM), require a non-federal cost share of 25%. This amount may be reduced for disadvantaged communities. The local match can be met through cash contributions, in-kind services, or other eligible sources. Identifying and securing match funding is an important step in the application process, as it can influence project feasibility and competitiveness.

Multiple programs are available to help meet local match requirements or support hazard mitigation activities directly. The Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) are administered by FDEM and funded by FEMA. Other sources include the Residential Construction Mitigation Program (RCMP), which supports retrofitting homes for wind and flood resistance; Community Development Block Grants (CDBG); Florida Communities Trust grants; and funds from the Florida Department of Environmental Protection, U.S. Department of Housing and Urban Development, U.S. Department of Agriculture, and U.S. Army Corps of Engineers. This list is not exhaustive. The LMRS Working Group maintains a resource guide to help jurisdictions identify viable funding options based on project type and eligibility.

3. Land Use Trends and Potential Loss

Lake County has experienced significant residential and commercial growth since 2020. Future Land Use designations prioritize a mix of urban centers, suburban neighborhoods, and employment corridors along U.S. Highway 27, State Road 50, and State Road 429. The municipalities of Clermont, Minneola, Leesburg, and Mount Dora continue to absorb most of this growth, while previously undeveloped lands, including former agricultural areas, are increasingly targeted for development.

The Lake County Comprehensive Plan emphasizes compact, connected growth, protection of environmentally sensitive lands, and alignment with transportation infrastructure. New developments must comply with wetland setbacks, floodplain management standards, and conservation overlays that help limit exposure to various hazards. The Green Swamp Area of Critical State Concern remains a protected region, reinforcing the county's commitment to resource protection.

Since 2020, key industry expansions have occurred in transportation and warehousing, healthcare, construction, and manufacturing. The Office of Economic Development notes a strong interest in advanced manufacturing, medical technologies, logistics, and professional services. Many of these sectors are choosing locations near major transportation corridors, some of which are vulnerable to flooding or sinkhole activity. The CareerSource Central Florida (CSCF) Regional Workforce Plan also identifies growth in energy, information technology, and business operations as emerging industry clusters in the county. These trends reinforce the need to integrate land use planning with hazard mitigation to reduce impacts on critical employment hubs and infrastructure.

B. Critical Facilities and Structures

Lake County maintains an inventory of critical facilities and infrastructure located within identified hazard areas. This includes emergency operations centers, law enforcement and fire stations, medical centers, government buildings, schools, designated shelters (including special needs shelters), and other sites associated with emergency response and community resilience. Facilities serving vulnerable populations are specifically noted to ensure their protection during mitigation planning. This inventory is updated on an annual basis.

The LMRS Working Group uses established goals and objectives to guide plan development and implementation. These goals are intentionally multi-hazard, designed to address the range of natural and human-caused threats that may impact Lake County. The goals and objectives also provide a framework for coordinated mitigation activities across all participating jurisdictions, supporting long-term resilience and the protection of critical services and infrastructure.

C. Mitigation Actions

Each goal is followed by several objectives that provide more specific steps to be taken by the LMRS Working Group and the jurisdictions to achieve the broad-based, long-range direction for planning. Objectives define the steps that are actionable for implementation by the LMRS Working Group and associated community partners.

The objectives are intended to guide selection and implementation of mitigation projects that are included in the project prioritization list. The closer the goals and objectives are to reaching a more resilient, disaster community, completion of those projects will further improve the community and achieve the goals of the mitigation planning process.

Since the 2020 plan update, 5 mitigation projects have been completed across Lake County by various entities. A project status list is provided in Appendix D. This list details which projects are completed, in progress, submitted and pending State/Federal review, and withdrawn. This list also outlines submitted projects that have been approved for future prioritization as well as those that have been rejected by the Working Group. The completed list will continue to grow as there are 9 projects in progress with many others pending State and Federal review. Every jurisdiction has an identifiable project/action item within the LMRS project listing.

IV. MITIGATION GOALS AND OBJECTIVES

Goal 1: Local government will have the capability to develop, implement, and maintain effective mitigation programs.
Objective 1.1: Data and information needed for defining hazards, risk areas, and vulnerabilities will be readily available.
Objective 1.2: Emergency services organizations will have the capability to detect emergency situations and promptly initiate emergency response operations.
Objective 1.3: The capability to effectively utilize available data and information related to mitigation planning and program development will be available.
Objective 1.4: The effectiveness of mitigation initiatives implemented in the community will be measured and documented.
Objective 1.5: There will be a program to derive mitigation “lessons learned” from each significant disaster event occurring in or near the community.
Objective 1.6: Up-to-date technical skills in mitigation planning and programming will be available for the community.
Goal 2: All sectors of the community will work together to create a disaster resistant community.
Objective 2.1: A business continuity and recovery program will be established and implemented in the community.
Objective 2.2: Local agencies and organizations will establish specific interagency agreements for the development and implementation of mitigation-related projects and programs.
Objective 2.3: Local elected governing bodies will promulgate the local mitigation plan and support community mitigation programming.
Objective 2.4: Outreach programs to gain participation in mitigation programs by business, industry, institutions, and community groups will be developed and implemented.
Objective 2.5: The community will be periodically updated regarding local efforts in mitigation planning and programming.
Objective 2.6: The community’s public and private sector organizations will partner to promote hazard mitigation programming throughout the community.

Goal 3: The community will have the capability to initiate and sustain emergency response operations during and after a disaster.
Objective 3.1: Designated evacuation routes will be maintained and improved wherever possible to remain open before, during, and after disaster event.
Objective 3.2: Designated evacuation shelters will be retrofitted or relocated to ensure their operability during and after disaster events.
Objective 3.3: Local emergency services facilities will be retrofitted or relocated to withstand the structural impacts of disasters.
Objective 3.4: Response capabilities will be available to protect visitors, special needs individuals, and the homeless from a disaster's health and safety impacts.
Objective 3.5: Shelters or structures for vehicles and equipment needed for emergency services operation will be retrofitted or relocated to withstand disaster impacts.
Objective 3.6: Utility and communications systems supporting emergency services operations will be retrofitted or relocated to withstand the impacts of disasters.
Objective 3.7: Vehicle access routes to key health care facilities will be protected from blockage as a result of a disaster.
Goal 4: The continuity of local government operations will not be significantly disrupted by disasters.
Objective 4.1: Buildings and facilities used for the routine operations of government will be retrofitted or relocated to withstand the impacts of disasters.
Objective 4.2: Community redevelopment plans will be prepared to guide decision-making and resource allocation by local government in the aftermath of a disaster.
Objective 4.3: Important local government records and documents will be protected from the impacts of disasters.
Objective 4.4: Plans and programs will be available to assist local government employees in retrofitting or relocating their homes to ensure their availability during a disaster.
Objective 4.5: Plans will be developed, and resources identified, to facilitate reestablishing local government operations after a disaster
Objective 4.6: Redundant equipment, facilities, and/or supplies will be obtained to facilitate reestablishing local government operations after a disaster

Goal 5: Mitigation efforts will be a continuing activity to protect the health, safety, and welfare of the community's residents.
Objective 5.1: Adequate systems for notifying the public at risk and providing emergency instruction during a disaster will be available in all identified hazard areas.
Objective 5.2: Effective structural measures will be developed to protect residential areas from the physical impacts of disasters.
Objective 5.3: Facilities in the community posing an extra health or safety risk when damaged or disrupted will be made less vulnerable to the impacts of a disaster.
Objective 5.4: Public and private medical and healthcare facilities in the community will be retrofitted or relocated to withstand the impacts of disasters.
Objective 5.5: Residential structures will be removed or relocated from defined hazard areas.
Objective 5.6: Residential structures will be retrofitted to withstand the physical impacts of disasters.
Objective 5.7: Safety devices on transportation networks will not fail because of a disaster.
Objective 5.8: Structures, facilities, and systems serving visitors to the community will be prepared to meet their immediate health and safety needs.
Objective 5.9: There will be adequate resources, equipment, and supplies to meet victims' health and safety needs after a disaster.

Goal 6: The policies and regulations of local government will support effective hazard mitigation programming throughout the community.
Objective 6.1: All reconstruction or rehabilitation of local government facilities will incorporate techniques to minimize the physical or operational vulnerability to disasters.
Objective 6.2: Land use policies, plans, and regulations will discourage or prohibit inappropriate location of structures or infrastructure components in areas of higher risk.
Objective 6.3: Local governments will ensure that hazard mitigation needs and programs are given appropriate emphasis in resource allocation and decision-making.
Objective 6.4: Local governments will establish and enforce building and land development codes that are effective in addressing the hazards threatening the community.
Objective 6.5: Local governments will protect high hazard natural areas from new or continuing development.
Objective 6.6: Local jurisdictions will participate fully in the National Flood Insurance Program and the associated Community Rating System.
Objective 6.7: New local government facilities will be located outside of hazard areas and/or will be designed to not be vulnerable to the impacts of such hazards.
Objective 6.8: Reconstruction and rehabilitation of structures and utilities in the community will incorporate appropriate hazard mitigation techniques.
Objective 6.9: Regulations will be established and enforced to ensure that public and private property maintenance is consistent with minimizing vulnerabilities to disaster.
Goal 7: Community residents will have homes, institutions, and places of employment that are less vulnerable to disasters.
Objective 7.1: Economic incentive programs for the general public, businesses, and industry to implement structural and non-structural mitigation measures will be established.
Objective 7.2: Local government will support key employers in the community in the implementation of mitigation measures for their facilities and systems.
Objective 7.3: Programs for removal, relocation, or retrofitting of vulnerable structures and utilities in hazard areas will be established and implemented.
Objective 7.4: The vulnerability to disasters of schools, libraries, museums, and other institutions important to the daily lives of the community will be minimized.

Goal 8: The community's economic vitality will be less threatened by a disaster.
Objective 8.1: Components of the infrastructure needed by the community's businesses and industries will be protected from the impacts of disaster.
Objective 8.2: Local government emergency response and disaster recovery plans will appropriately consider the needs of key employers in the community.
Objective 8.3: Local government will encourage community businesses and industries to make their facilities and operations disaster resistant.
Objective 8.4: Local government will establish programs, facilities, and resources to support business resumption activities by impacted local businesses and industry.
Objective 8.5: Local government will implement programs to address public perceptions of community condition and functioning in the aftermath of a disaster.
Objective 8.6: Local government will strive to diversify the employment base of the community.
Goal 9: The community's infrastructure will be better protected and less vulnerable to a disaster.
Objective 9.1: Local governments will encourage hazard mitigation programming by private sector organizations owning or operating key community utilities.
Objective 9.2: Routine maintenance of the community's infrastructure will be done to minimize the potential for system failure because of or during a disaster.
Objective 9.3: Sources of energy normally used by the community will not be unwarrantedly vulnerable to the impacts of a disaster.
Objective 9.4: The telecommunications systems and facilities serving the community will not be unwarrantedly vulnerable to the impacts of a disaster.
Objective 9.5: Transportation facilities and systems serving the community will be constructed and/or retrofitted to minimize the potential for disruption during a disaster.
Objective 9.6: Water and sewer services in the community will not fail because of a disaster.

Goal 10: Members of the community will have the opportunity to learn of the hazards threatening local areas and the techniques to minimize vulnerability to those hazards.
Objective 10.1: All interested individuals will be encouraged to participate in hazard mitigation planning and training activities.
Objective 10.2: Education programs in risk communication and hazard mitigation will be established and implemented.
Objective 10.3: Managers of public facilities will be knowledgeable in hazard mitigation techniques and the components of the community's mitigation plan.
Objective 10.4: Technical training in mitigation planning and programming will be given to appropriate local government employees.
Objective 10.5: The owners and operators of businesses and industries in the community will be knowledgeable in appropriate hazard mitigation techniques.
Objective 10.6: The public living or working in defined hazard areas will be aware of that fact, understand their vulnerability, and know appropriate mitigation techniques.
Objective 10.7: The public will have facilitated access to information needed to understand their vulnerability to disasters and effective mitigation techniques.

V. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) AND COMMUNITY RATING SYSTEM (CRS)

Lake County and its municipalities participate in the National Flood Insurance Program (NFIP). This program provides federally backed flood insurance to property owners, renters, and businesses in exchange for the adoption and enforcement of floodplain management regulations that reduce future flood risk. Participation ensures that residents and businesses can purchase flood insurance and that local jurisdictions have access to floodplain mapping and technical assistance through FEMA. Each jurisdiction has its own floodplain administrator, responsible for administration of the floodplain ordinance and implementation of NFIP standards. Designated floodplain administrators for each jurisdiction in Lake Couty are contained in Table 15.

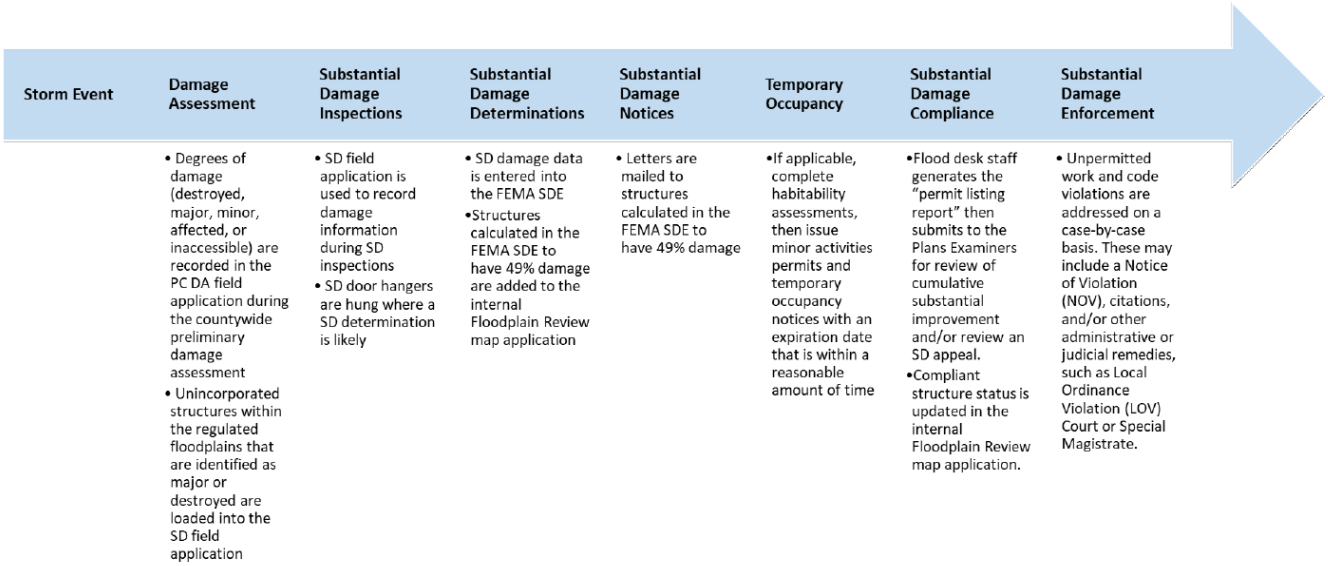
Flood Insurance Rate Maps (FIRMs) identify areas subject to flooding and provide the basis for floodplain regulations. These maps are regularly updated by FEMA and are used throughout Lake County and its municipalities to guide development review, permitting, and mitigation planning. They also provide the public with essential information about flood risk and insurance requirements. The latest update of Lake County's FIRM was in 2012. Lake County performs regular downloads from FEMA's servers to update the County's maps with the FEMA map revisions completed since the last FIRM update. The municipalities throughout Lake County follow a similar process.

The NFIP supports Lake County's efforts to manage flood risk by ensuring that new construction and substantial improvements are designed to withstand future flood events. This includes enforcing elevation and floodproofing standards, requiring permits for development in Special Flood Hazard Areas, and supporting post-disaster recovery planning. Other examples of how the program is applied include:

- Development of permitting and enforcement of floodplain regulations.
- Substantial improvement and substantial damage (SI/SD) determinations following storm events.
- Public education and outreach on flood risk and insurance requirements.

Lake County's process to implement substantial damage determinations following an event is outlined in Figure 1 below. Lake County utilizes the same definition as the Florida Building Code for Substantial Damage. As such, Lake County uses fifty (50) percent of the market value of the building or structure before the damage occurred as the threshold for determining substantial damage. The Lake County Floodplain Administrator, with support from and coordination with the Building Official, will lead the County's substantial damage management strategy. Because Lake County and its municipalities use a centralized Damage Assessment software to document damages post incident, Lake County encourages its municipalities to follow a similar method to implement substantial damage determinations. This is done through regular training on the damage assessment platform and technical assistance provided by the Office of Emergency Management.

Figure 1 Substantial Damage Procedure Overview



Unincorporated Lake County currently participates in the Community Rating System (CRS) as a Class 7 community, which provides residents with a 15% discount on flood insurance premiums for properties located within the Special Flood Hazard Area. CRS participation reflects the county's continued commitment to implementing higher floodplain management standards and engaging in activities that go beyond minimum NFIP requirements.

Table 15: Floodplain Administrators in Lake County

Jurisdiction	Floodplain Administrator Name / Dept.	Phone Number	Email Address
Lake County (Unincorporated)	Karl Bursa, Floodplain Administrator	(352) 253-9080	karl.bursa@lakecountyfl.gov
Astatula	Building Services	(352) 742-1100	permitting@astatula.org
Clermont	Public Works	(352) 394-7177	
Eustis	Robert Harper, Building Official	(352) 890-0720	harperr@eustis.org
Fruitland Park	Robb Dicus, Public Works Director	(352) 360-6795	
Groveland	Kelly Turner, Consultant	(352) 385-1940	kturner@welldan.com
Howey-in-the-Hills	Kelly Turner, Consultant	(352) 385-1940	kturner@welldan.com
Lady Lake	C.T. Eagle, Public Works Director	(352) 751-1526	cteagle@ladylake.org
Leesburg	Max Van Allen, Senior Planner	(352) 728-9786 ext. 1738	planzone@leesburglforida.gov
Mascotte	Kelly Turner, Consultant	(352) 385-1940	kturner@welldan.com
Minneola	Fred Miller, Public Works Superintendent	(352) 394-3598 ext. 301	
Montverde	Paul Larino, Town Manager	(407) 469-2681	
Mount Dora	John Abner, Building Official	(352) 735-7115 ext. 1708	AbnerJ@MountDora.gov
Tavares	John Spann, Supervisor	(352) 742-6240	jspann@tavares.org
Umatilla	Misti Lambert, Programs & Compliance Manager	(352) 669-3125	mlambert@umatillafl.org

Table 16: Flood Insurance Policy Information in Lake County[21]

Community Name	Policies In-force	Total Coverage	Total Written Premium +FPF
Astatula	13	$ 3,305,000	$ 9,388
Clermont	297	$ 95,017,200	$ 217,630
Eustis	132	$ 37,371,200	$ 99,605
Fruitland Park	110	$ 36,640,000	$ 56,085
Groveland	162	$ 50,678,000	$ 103,067
Howey-in-the-Hills	6	$ 1,926,000	$ 3,654
Lady Lake	103	$ 31,340,000	$ 87,580
Leesburg	387	$ 119,872,800	$ 261,720
Mascotte	36	$ 6,122,000	$ 17,115
Minneola	56	$ 16,903,000	$ 31,884
Montverde	15	$ 4,950,000	$ 8,083
Mount Dora	217	$ 69,753,000	$ 136,446
Tavares	105	$ 28,908,200	$ 77,155
Umatilla	12	$ 3,205,000	$ 5,272
Lake County (Cumulative)	2,488	$ 689,610,800	$ 1,705,204

[21] https://agents.floodsmart.gov/flood-maps-and-data/flood-insurance-data

VI. HIGH HAZARD POTENTIAL DAMS

A. Overview

Lake County contains multiple dams classified under the National Inventory of Dams as High Hazard Potential and Significant Hazard Potential. These classifications are based on the anticipated consequences of dam failure, not the condition of the dam itself. A “High” classification indicates that dam failure or mis-operation will likely result in loss of life, while a “Significant” classification indicates potential for substantial economic loss, environmental damage, or disruption of critical infrastructure.

The Florida Department of Environmental Protection (FDEP) and the St. Johns River Water Management District (SJRWMD) maintain oversight of dam safety inspections, Emergency Action Plans (EAPs), and regulatory compliance for applicable structures.

B. High and Significant Hazard Potential Dams

Lake County has two dams classified as High Hazard Potential Dams (HHPDs) under the National Inventory of Dams: Eugene J. Burrell Lock and Dam (NID ID FL00708) and Harris Bayou Inlet Structure (NID ID FL20505).

Eugene J. Burrell Lock and Dam is state-owned and was completed in 1957. It serves flood risk reduction and navigation purposes, with a structure composed of earthen and other materials. Located within the St. Johns River Water Management District (SJRWMD) system, the dam is an important component of local water control infrastructure. An Emergency Action Plan (EAP) is in place to guide response in the event of dam failure, which could cause significant downstream flooding impacting populated and developed areas.

Harris Bayou Inlet Structure is also state-owned, providing flood risk reduction, recreation, and water supply functions. While the completion year is undetermined, the dam is composed of earthen materials and plays a role in controlling water flow between interconnected water bodies. This structure is likewise covered by an EAP to ensure preparedness for potential failure scenarios.

Lake County also contains several dams classified as Significant Hazard Potential under the National Inventory of Dams: M-5 Dam (FL20502), M-4 Dam (FL20503), Villa City Dam (FL20501), and Cherry Lake Outlet (FL00437). These structures, primarily owned by local government except for Cherry Lake Outlet (private ownership), serve purposes such as flood risk reduction, recreation, water supply, fire protection, and fish pond management. While their hazard classification is lower than HHPDs, failure to these structures could still cause economic losses, property damage, and disruption of community services. These dams do not currently have documented EAPs on file.

C. Emergency Action Planning and Coordination

Lake County contains two structures classified as High Hazard Potential Dams: the Eugene J. Burrell Lock and Dam and the Harris Bayou Inlet Structure. Both are state-owned and serve multiple purposes, including flood risk reduction and water resource management. The Eugene J. Burrell Lock and Dam, constructed in 1957, is part of the St. Johns River Water Management District system and plays a role in flood control and navigation. It is connected to the Harris Chain of Lakes via the Dead River and the Ocklawaha River system, helping regulate water levels in Lake Eustis, Lake Harris, and other nearby water bodies. The Harris Bayou Inlet Structure, which was completed at an undetermined date, serves flood risk reduction, recreation, and water supply purposes. It connects to the Harris Bayou and Lake Harris, influencing water levels and flow within the surrounding watershed. Both dams have Emergency Action Plans (EAPs) in place to guide response actions in the event of a failure or operational emergency.

In addition to the two high-hazard dams, Lake County is home to four dams classified as Significant Hazard Potential: M-5 Dam, M-4 Dam, Villa City Dam, and Cherry Lake Outlet. All are locally or privately owned, with primary purposes including flood risk reduction, recreation, water supply, fire protection, and small fish pond support. These dams are generally smaller in scale than the HHPDs, but their failure could still result in economic losses, environmental damage, and disruption to local infrastructure. Although no Emergency Action Plans are currently available for these structures, they remain important components of the county's water management system. Their continued monitoring, maintenance, and integration into hazard mitigation planning is essential for reducing potential impacts.

D. Risk and Mitigation Considerations

HHPDs present a significant safety concern due to the potential for rapid downstream flooding in the event of failure. Such flooding could threaten lives, damage homes and businesses, disrupt transportation networks, and impact critical community infrastructure. The waterways connected to these structures—including Haines Creek, Lake Eustis, Lake Griffin, and Lake Harris—support residential areas, recreational facilities, and environmentally sensitive habitats, amplifying the potential consequences of a breach.

While Significant Hazard Potential Dams pose a comparatively lower threat to human life, their failure could still cause economic losses, water supply disruption, and loss of recreational access. In addition, the failure of any dam—high or significant—can have long-term environmental effects, including sediment displacement and habitat loss, which may hinder local recovery efforts.

To address these risks, mitigation priorities include maintaining regular inspections and structural evaluations in compliance with Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) requirements. Emergency Action Plans (EAPs) for high hazard dams are reviewed and tested annually, with an emphasis on coordination between dam operators, Lake County Emergency Management, municipal governments, and first responders. The LMRSWG also advocated for integration of dam inundation mapping into local land use and development review processes, ensuring that new construction does not increase exposure to flood hazards. Public outreach is also essential to ensure that residents and businesses within downstream risk zones are aware of potential hazards and understand evacuation procedures.

Table 15: Inventory of High and Significant Hazard Potential Dams in Lake County

Dam Name	NID ID	Primary Owner Type	Primary Purposes	Dam Type	Year Completed	Last Updated	Hazard Potential Classification
Eugene J. Burrell Lock and Dam	FL00708	State	Flood Risk Reduction, Navigation	Earth, Other	1957	5/4/2023	High
Harris Bayou Inlet Structure	FL20505	State	Flood Risk Reduction, Recreation, Water Supply	Earth	Undetermined	6/13/2023	High
M-5 Dam	FL20502	Local Government	Flood Risk Reduction, Recreation, Water Supply	Earth	Undetermined	4/1/2021	Significant
M-4 Dam	FL20503	Local Government	Flood Risk Reduction, Recreation, Water Supply	Earth	Undetermined	4/1/2021	Significant
Villa City Dam	FL20501	Local Government	Flood Risk Reduction, Recreation, Water Supply	Earth	Undetermined	4/1/2021	Significant
Cherry Lake Outlet	FL00437	Private	Fire Protection, Stock, Small Fish Pond	Earth, Other	1956	5/4/2023	Significant

VII. IMPLEMENTATION

The LMRS Working Group uses the STAPLEE (Social, Technical, Administrative, Political, Legal, Economic, and Environmental dimensions) method to evaluate and prioritize mitigation projects. This method provides a structured and transparent process for comparing projects across jurisdictions and hazard types. Each project is assessed against the seven STAPLEE dimensions, which represent the primary factors influencing feasibility and long-term success of mitigation actions.

For each of the seven dimensions, a set of smaller evaluation criteria is considered. Projects are scored on a scale of 1 to 5, with higher scores indicating stronger alignment with that criterion. These scores are assessed alongside the project's cost-effectiveness and potential environmental benefits or impacts. The sum of these scores produces an overall ranking that allows the LMRS Working Group to compare and prioritize projects consistently.

This ranking system ensures that limited funding resources are directed toward projects that not only address the greatest vulnerabilities, but are also achievable, broadly supported, and consistent with countywide objectives. By applying STAPLEE to all projects, Lake County maintains a transparent and defensible process for project selection and prioritization.

Projects submitted to the LMRS Working Group must include a cost-benefit analysis and a scoring form. Projects can be submitted to the Working Group at any time and action will be taken at the next LMRS Working Group meeting. The LMRS Working Group may choose to review the project list and update the prioritization ranking at any time. Environmental factors may dictate consideration due to current conditions that require a project to be moved up on the list for available funding. Other factors potentially leading to a review of the priority list include declared disasters, funding availability, new or revised policy development, plan revision cycles, legal or fiscal restraints, and life safety priorities.

The STAPLEE method is outlined on the next page.

Table 16: Using the STAPLEE Method to Prioritize Projects

Dimension	Criteria	Description
Social	Community Acceptance	Will this project not be objectionable to a large majority of the population being impacted by the hazard?
Social	Effect on Segment of Population	Thinking of all immediate, direct, and indirect side effects of the implementation of this project, what will the effect be on the segment of the population (things to consider: property access, construction noise, inconvenience of actions)?
Technical	Technically Feasible	Most of the projects are at such a scale that they need to be technically feasible at the time they are submitted to the list.
Technical	Long-Term Solution	Does the project in, and of, itself or as a part of a large comprehensive program represent a long-term solution to the problem at hand?
Technical	Secondary Impacts	Secondary impacts include things like scalability of solutions and potential re-use of technologies used in the project.
Administrative	Staffing	Do you have enough staff to administer and manage the project?
Administrative	Funding Allocation	Are there funds currently budgeted for the project?
Administrative	Maintenance/Operations	Will you have enough personnel to maintain and operate the project, if applicable?
Political	Political Support	What do the elected officials think of the project? Are they aware of it? What might they think of it? The existence of a single person or group of persons that is very vocal in their support for a project might make it easier to realize the mitigation action. What does the community think about the project? Do they think it is a fair use of resources?
Political	Local Champion	The existence of a single person or group of persons that is very vocal in their support for a project might make it easier to realize the mitigation action.
Political	Public Support	What does the community think about the project? Do they think it is a fair use of resources?
Legal	State Authority	Does the state have jurisdiction with this kind of project?
Legal	Existing Local Authority	Does the municipality have the legal authority to undertake the project?
Legal	Potential Legal Action	Will the project potentially cause legal action?
Economic	Cost of Action	How expensive is the project?
Economic	Benefit of Action	How many and how great are the benefits to the project?
Economic	Contributes to Economic Goals	Does the project align with your community's economic goals?
Economic	Outside Funding Required	Will you need outside funding to finance your share of the cost?
Environmental	Effect on Land and Water	What are the long-term effects on the land and water on and adjacent to the site?
Environmental	Effect on Endangered Species	Will any endangered species be impacted by the project?
Environmental	Consistent with Community Environmental Goals	Will the project be consistent with the community's environmental goals?
Environmental	Consistent with Federal Laws	Will the project be in any danger of breaking any federal rules or regulations?

VIII. MITIGATION PROJECT PRIORITY LIST

Appendix D contains a status list detailing the projects that have been completed, are in progress, submitted and pending State/Federal review, and withdrawn. This list also outlines submitted projects that have been approved for future prioritization as well as those that have been rejected by the Working Group.

Appendix E contains Lake County's current mitigation project prioritization list and provides the funding sources under which these projects were submitted for consideration.

A. Responsible for Mitigation Actions

Implementation and completion of approved mitigation projects are the responsibility of the jurisdiction, agency, or organization that proposed the project. As the administrative component of the LMRS Working Group, Lake County Office of Emergency Management will check on the status of approved initiatives to ensure efforts are made toward completing open projects on the LMRS project priority list. During implementation, the LMRS Working Group monitors the status of projects, assigns priorities, and takes other necessary actions to provide support and coordination, ensuring approved projects reach completion.

B. Cost-Benefit Analysis

Projects submitted to the LMRS Working Group must include a Cost-Benefit Analysis (CBA) for consideration. Projects that do not include a CBA will be returned to the proposing entity for completion of the appropriate information before resubmission. Appendix F contains an example form accepted as CBA documentation by the LMRS Working Group. Proposing entities can use this form to document the costs associated with the proposed project and estimate the value of the benefit received as a result of project completion. Results from the CBA are factored into the project prioritization process, influencing where projects will be placed on the priority list based on their anticipated benefit.

C. Actions Completed

All funded and completed mitigation projects are added to the Completed Project List regardless of funding source. Lake County Emergency Management maintains project status lists for the entire county. The project list may change as new funding becomes available, and grant requirements are updated. Project lists are also reviewed annually to determine ongoing eligibility and feasibility. Projects may be closed or withdrawn at the discretion of the LMRS Working Group. For all withdrawn projects, a brief explanation is included to document the action.

IX. PLAN MAINTENANCE

A. LMRS Monitoring and Evaluation

The Lake County LMRS plan is maintained and updated regularly. To ensure it remains accurate and effective, the LMRS Working Group conducts periodic monitoring and evaluation of the plan, its projects, and its overall implementation. In this evaluation, the LMRS Working Group also assesses the effectiveness of the LMRS Plan against its stated goals. The evaluation process also allows the LMRS Working Group to identify challenges and opportunities for improvement while ensuring compliance with state and federal requirements.

The LMRS Working Group meets at least annually to evaluate the following:

- Status of mitigation projects (completed, ongoing, or pending).
- Updates to ongoing mitigation projects (such as change in scope or details).
- Funding updates and opportunities for new projects.
- Changes in hazard vulnerability or exposure.
- Updates to bylaws, policies, or procedures.
- Incorporation of new data, studies, or mapping products.
- Opportunities to strengthen coordination across jurisdictions.

Activities occurring as a result of an LMRS meeting will be considered part of the overall evaluation process, administered and documented by the Lake County Office of Emergency Management. Meeting minutes will reflect all discussions and decisions related to plan implementation. These records are maintained as part of the official documentation of the LMRS Working Group and are used to inform plan updates and project reprioritization, as necessary.

B. LMRS Updates

In addition to ongoing monitoring and evaluation of the LMRS plan, the Lake County Office of Emergency Management is also responsible for the Five-Year Plan Update. Continuous review of the LMRS Plan and maintaining updated records on project statuses will expedite future updates. Prior to the end of the implementation period, the LMRS Working Group will have an opportunity to review a draft of the updated LMRS Plan before it is submitted to the Florida Division of Emergency Management and FEMA for approval.

Participation in the LMRS Working Group is open to the public and entities countywide. There is regular participation from local governments, community-based organizations, utility providers, and other stakeholders. Anyone in attendance at an LMRS Working Group or plan update meeting may provide considerations or recommendations.

Notice of upcoming LMRS Working Group and Plan Update meetings will be posted for at least seven days prior to the date of the meeting and available by the following means:

- Lake County Website
- Email distribution list maintained by Lake County Emergency Management
- Published in local newsprint

C. Implementation through Existing Plans and Programs

The LMRS Working Group and Lake County Office of Emergency Management will continue to encourage participation in the working group and familiarization with the county's mitigation goals and objectives. Jurisdictions within Lake County are encouraged to develop their capabilities independently, however regular participation in the LMRS Working Group and meeting with stakeholders countywide will promote further continuity between existing planning mechanisms and mitigation considerations.

Some of the County-wide plans that include the LMRS plan as a consideration include:

- Lake County Comprehensive Emergency Management Plan (2021) – The CEMP incorporates elements of the LMRS to identify hazard vulnerabilities and risks, as well as mitigation efforts to reduce potential risk throughout the County.
- 2030 Lake County Comprehensive Plan – The Comprehensive Plan supports LMRS policies, including: capital improvements, land development regulations, conservation and wetland protection efforts, hazard mitigation, and post-disaster redevelopment.
- Lake County Code of Ordinances Chapter 6 – Resource Protection Standards, 6.01.02: Wetlands Impact and Mitigation, informed how environmentally sensitive areas, including floodplains and recharge zones, are protected through regulatory standards.
- Jurisdictional Master Plans – Helped identify municipal priorities, development patterns, and zoning that may increase or reduce exposure to hazards.
- Lake-Sumter Metropolitan Planning Organization (MPO) Long Range Transportation Plan – Provided guidance on mobility, infrastructure vulnerability, and future roadway expansions with mitigation considerations.
- St. Johns River Water Management District Strategic Plan – Identified long-term goals for water resource management, flood protection, and aquifer recharge that align with mitigation objectives.
- Withlacoochee and Seminole State Forest Resource Management Plans – Used to assess wildfire vulnerability, forest maintenance practices, and risk reduction opportunities within large tracts of public land.
- 2023 Florida State Hazard Mitigation Plan – Served as the guiding framework for ensuring alignment between state and local mitigation efforts, priorities, and funding eligibility.

- FEMA Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) – Informed the LMRS risk assessment and evaluation of jurisdictional capabilities.

Table 17 provides a list of other plans and policies enacted by Lake County's municipalities to further develop and implement the goals and objectives of the LMRS plan.

Table 17: Municipal Policies Supporting Lake County LMRS

Jurisdiction	Policies
Astatula	• Policy 1-1.1.3: Firewise (Wildfire) • Policy 1-1.2.1: Wetlands development (Flooding) • Policies 1-1.2.2/5-1.8.2: Floodplain (Flooding) • Policies 1-1.2.4/5-1.2.13: Land development (Sinkholes) • Policies 401.11.1/4-2.1.1/4-2.3.2: Wells/City Connection (Sinkholes/Drought) • Policy 5-1.1.4: Construction (Erosion)
Clermont	• Policies 2-1/2-2: Land Use Density (Flooding) • Policies 2-16/3-5: Land Use Wetlands/Floodplain (Flooding) • Policy 2-2: Public Facilities Septic (Flooding)
Eustis	• Policies 1.4.1/2.1.1/2.1.2: Conservation (Flooding) • Policy 1.2.2: Land Use (Flooding)
Fruitland Park	• Policy 1-2.2: Floodplain (Flooding) • Policy 1-2.4: Setbacks (Sinkholes) • Policies 1-1.2/3-1.4: Open Space
Groveland	• Obj 7.8 Conservation (Flooding/Sinkholes) • Obj 7.2/7.10/7.13: Conservation Development (Flooding)
Howey in the Hills	• Policy 1-2.2.2: Floodplain (Flooding) • Policy 1-1.2.4: Sinkhole filling (Sinkholes) • Policies 4-2.3.1/5-1.7.1: Storm Water/Erosion (Flooding/Erosion) • Policies 5-1.8.1/8-1.2.1: Floodplains Development (Flooding)
Lady Lake	• FLU 1-9.3/2-4.4/3-2.2: Density/Development (Flooding/Erosion) • Goal Pub 6/Policy CIP 102.2/Policy Con 1-11.1: Floodplain (Flooding)
Leesburg	• Policies 1.1.1/1.3.2: Drainage/Elevation (Flooding) • Policy 1.3.3: Floodplain Conservation (Flooding) • Polices 1.2.1.9/1.3.3/Obj 1.4: Conservation (Flooding) • Policies 1.1.6/1.2.19/1.6.4/Obj. 1.7: Conservation (Erosion) • Policy 1.1.5: Land Use Conservation (Flooding/Drought)
Mascotte	• Policies 2.1.12/3.10.7/3.11.9/3.11.13/3.11.14: Land Use (Flooding) • Policies 1.2.9/Obj 1.6: Drainage (Flooding) • Policy 1.2.9: Chemicals (Flooding)
Minneola	• Section 98-12: Required easements and dedications. Drainage and Wetlands (Flooding)
Montverde	• Policies 101.24/5-1.2.13: Development (Sinkholes) • Policy 4-1.4.4: Septic (Flooding) • Policy 5-1.1.13: Development (Erosion)
Mount Dora	• Policies 2f/5f/7e: Floodplain Conservation (Flooding) • Policies 5e/2.2m: Land Use/Water (Sinkholes)
Tavares	• Policies 1-1.1.3/1-1.2.15/1-1.9.1: Floodplain Development (Flooding) • Policies 4-1.2.5/4-4.1/5-1.8.1: Floodplain/Sinkholes (Flooding) • Policies 5-1.2.10/5-1.8.6: Open Space (Sinkholes) • Policy 5-1.2.8: Shoreline (Erosion)
Umatilla	• Policies 5-1.83/5-1.81: Floodplain Preservation (Flooding/Sinkholes) • Policy 1-1.2.2: Development (Flooding)

X. ATTACHED SUBAPPENDICES

Additional data that provides support for the information presented in the LMRS Plan are located in the attached subappendices.

Table 18: List of Appendices

Sub Appendix	Page Number	Content
A	II	Bylaws
B	VI	Membership Roster
C	IX	Meeting Documentation (Ads and Minutes)
D	X	Project Status List
E	XI	Project Prioritization List
F	XII	Cost Benefit Analysis Form
G	XIII	Regulatory Flood Mapping Products

APPENDIX A – Working Group Bylaws and Membership

ARTICLE I. PURPOSES OF THE WORKING GROUP

The purpose of the Lake County Local Mitigation and Resilience Strategy (LMRS) Working Group is to decrease the vulnerability of the citizens, governments, businesses and institutions of Lake County to the future human, economic and environmental costs of natural, technological, and societal disasters. The Working Group will develop, monitor, implement, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish this purpose.

ARTICLE II. MEMBERSHIP

Participation in the Lake County LMRS Working Group is voluntary by all entities. Membership in the Working Group is open to all jurisdictions, organizations and individuals supporting its purposes.

ARTICLE III. ORGANIZATIONAL STRUCTURE

The organizational structure of the Lake County LMRS Working Group shall consist of the Working Group and other subcommittees, which may from time to time be created as needed by the Working Group. The Working Group shall have a Chair and a Vice-Chair. Any member is eligible for election to one of these positions. The Lake County Office of Emergency Management will perform administrative functions for the Working Group as required by the State of Florida.

A. The Lake County LMRS Working Group

The LMRS Chair will preside at each meeting of the Working Group, as well as establish temporary subcommittees and assign personnel to them. The Vice-Chair will fulfill the duties and responsibilities of the chair in their absence.

The Lake County LMRS Working Group will consist of the designated representatives from the following:

- One representative or designee from the government of Lake County and;
- One representative or designee of each participating incorporated municipality and;
- Representatives from organizations and associations representing key business, industry, and community interest groups of Lake County and;
- Representatives from other governmental entities and;
- Representatives of non-profit organizations and/or faith-based institutions and;
- Representatives from any other eligible entity

Members of the Lake County LMRS Working Group will be coordinated by the Chair or Vice-Chair to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of the Lake County LMRS Working Group. Each jurisdiction or organization shall also appoint an alternate to their primary representative. The alternate shall have full voting rights in the absence of the primary representative. If a designated alternate is also not available to attend a scheduled meeting, an eligible member entity of the Working Group may designate a tertiary designee by bringing the designated proxy form signed by the primary or secondary representative. Each member (eligible entity) will hold one vote in taking actions on behalf of their entities as long as they remain a member in good standing. To maintain good standing, members of the Lake County LMRS Working Group must not have more than two (2) consecutive absences at scheduled meetings. At this time, their vote will be withheld from the representative until they attend two (2) consecutive meetings. Their voting rights will be reinstated at the third (3) consecutive meeting. Mitigating or extenuating circumstances will be addressed by the Chair or Vice-Chair as appropriate on behalf of the Lake County LMRS Working Group, and a vote to reinstate a member's voting rights for that meeting may be taken if proposed as a motion and approved in accordance with Robert's Rules of Order. Two consecutive absences can also occur in failure to vote by electronic (email or web-hosted service) voting procedures that may be utilized from time to time in place of formal meetings.

B. Committees

The Lake County LMRS Working Group shall establish subcommittees at any time for any special purposes. The membership of the committees shall be appointed by the Chair or Vice-Chair of the Lake County LMRS Working Group, who shall also designate the subcommittee Chair. Membership shall be unlimited and is open to all interested jurisdictions, organizations and individuals.

C. Program Staff

The Lake County Office of Emergency Management, an office within the Public Safety Department, will serve as the program staff for the Working Group, and assist in the coordination and support of the Lake County LMRS Working Group activities..

ARTICLE IV. OFFICERS

Any member in good standing of the Lake County LMRS Working Group is eligible for election as an officer. The Lake County LMRS Working Group will have a Chair and Vice-Chair elected by a majority vote of a quorum of the members present. Each shall serve a term of one year and be eligible for re-election for an unlimited number of terms. A quorum shall consist of designated representative or alternate from at least five (5) of the participating jurisdictions in good standing.

The Chair of the Lake County LMRS Working Group will preside at each meeting of the Lake County Working Group. The Vice-Chair will fulfill the duties and responsibilities of the Chair in their absence. Administrative functions will be handled by the Lake County Office of Emergency Management in accordance with Federal and State regulations.

ARTICLE V. RESPONSIBILITIES

A. The Lake County LMRS Working Group

All responsibilities of the LMRS Working Group shall be specified by Chapter 27P-22.004 and 27P-22.005, Florida Administrative Code (FAC). These rules are authorized under Florida Statute 252. The Lake County LMRS Working Group will be responsible for all actions and decisions made formally in the name of the Lake County LMRS Working Group.

1. Subcommittees

The responsibilities of subcommittees will be defined at the time they are established by the Chair of the Lake County LMRS Working Group, or the voting members in good standing.

ARTICLE VI. ACTIONS BY THE WORKING GROUP

A. Authority for Actions

Only the Working Group has the authority to take final actions. Actions by subcommittees or program staff are not considered final until affirmed by action of the Lake County LMRS Working Group.

B. Meetings, Voting and Quorum

Meetings of the Lake County LMRS Working Group and its subcommittees will be conducted in accord with Robert's Rules of Order, when deemed necessary by Chair of the meeting. Regular meetings of the LMRS Working Group will be scheduled at least annually with a minimum of 10 working days' notice. Committees will meet as deemed necessary by the Chair or Vice-Chair. Meetings can be held via a conferencing or virtual call mechanism provided a means of recording attendance and voting can be done.

All final actions and decisions in the name of the Lake County LMRS Working Group will be by affirmative vote of a quorum of the voting members present. A quorum shall consist of designated representative or alternate from al least five (5) of the participating jurisdictions. Each member of Working Group will have one (1) vote.

C. Emergency Actions by the Office of Emergency Management

The Lake County Office of Emergency Management is authorized to apply for grants, accept grants, create projects, approve projects, execute contracts and other actions consistent with the intent of public safety without the authorization of the LMRS Working Group when, in the opinion of the Emergency Management Director, such expeditious action is necessary and consistent with the purpose stated in Article I. All applications, grant acceptances actions, project creations, project approvals under the section shall be authorized directly by the Emergency Management Director. The Chair or Vice-Chair of the LMRS shall be informed of such action as soon as reasonably possible. All actions taken under this section shall be reported to the LMRS Working Group at the next LMRS Working Group meeting under new business.

1. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances that are judged by both the Chair and Vice-Chair of the Lake County LMRS Working Group or the Office of Emergency Management to prohibit scheduling of a regular meeting of the Lake County LMRS Working Group. Special votes may be by telephone, electronic medium (email and/or web-hosted service with conference call capabilities), online survey platform (to include identification of the voting member), or first class mail, and shall be in accord with all applicable statutes for such actions.

2. Public Hearings

When required by statute or the policies of Lake County, or when deemed necessary by the Lake County Working Group, a public hearing regarding actions under consideration for implementation by the Working Group will be held.

3. Documentation of Actions

All meetings and other forms of action by the Lake County LMRS Working Group and subcommittees will be documented and made available for inspection by the public.

ARTICLE VII. ADOPTION OF AND AMENDMENTS TO THE BYLAWS

The Bylaws of the Lake County Working Group may be adopted and/or amended by a quorum of a designated representative or alternate from at least five (5) of the participating jurisdictions. Each member of Working Group will have one (1) vote. All proposed changes to the bylaws will be provided to each member of the Lake County LMRS Working Group not less than ten (10) working days prior to such a vote.

ARTICLE VIII. DISSOLUTION OF THE WORKING GROUP

The Lake County LMRS Working Group may be dissolved by affirmative vote of 100% of the attending quorum, by order of a court of competent jurisdiction, and/or by instruction of the Lake County governing body. At the time of dissolution, all remaining documents, records, equipment, and supplies belonging to the Lake County LMRS Working Group will be transferred to the Lake County Office of Emergency Management for disposition.

APPENDIX B – LMRS Working Group Membership

Name	Position	Jurisdiction or Entity and Position
Poniatowski, Michael	Emergency Operations Manager	AdventHealth Waterman Hospital
Pinion, Joshua	Facilities Director	AdventHealth Waterman Hospital
Sugrim, Angelica	Facilities Safety Coordinator	AdventHealth Waterman Hospital
Ezell, David	Fire Chief	City of Clermont
Keyes, Scott	Grants & Special Projects Manager	City of Clermont
Joseph, Vertilus	Fire Inspector	City of Clermont
Kelleher, Shawn	Deputy Fire Chief	City of Eustis
Swanson, Michael	Fire Chief	City of Eustis
Whetro, Veronica		City of Eustis
Cox, David	Sergeant	City of Fruitland Park
Dicus, Robb	Public Works Director	City of Fruitland Park
Manila, Karen	City Manager	City of Fruitland Park
Thiemann, Erich	Deputy Fire Chief	City of Groveland
Walsh, Josh	Fire Captain	City of Groveland
Franchi, Laurie	Fire Captain	City of Leesburg
Gaines, Neil	Public Works Deputy Director	City of Leesburg
Kelsey, Clifford	Public Works Director	City of Leesburg
Mera, Joe	Fire Chief	City of Leesburg
Gleason, Sean	Code Compliance Officer	City of Mascotte
Reno, Annamarie	City Manager	City of Mascotte
Walker, Larry	Public Services Director	City of Mascotte
DiBiasie, Daniel	Fire Chief	City of Minneola
Donofrio, David	CRA Manager / Accountant	City of Minneola
Miller, Fred	Public Works Superintendent	City of Minneola
Hightower, Joseph	Fire Chief	City of Mount Dora
McCulloch, Adam	Police Officer	City of Mount Dora
Sumner, Adam	Planning & Development	City of Mount Dora
Clark, Phillip	Utilities Director	City of Tavares
Dillon, James	Public Works Director	City of Tavares
Fischer, Adam		City of Tavares
Keith, Richard	Fire Chief	City of Tavares
O'Keefe, Mark	Support Services Director	City of Tavares
Jordan, Brandi	Financial Planning Analyst	City of Umatilla
Lambert, Misti	Programs & Compliance Manager	City of Umatilla
Lanoue, Shane	Fire Chief	City of Umatilla
Mercer, Aaron	Development & Public Services Director	City of Umatilla
Nilson, Vaughn	Public Works Director	City of Umatilla
Bryan, Chris	Chief Engineer	Clay Electric
Gunter, Bryan	CEO	Clay Electric
Thomas, Derick	Public Relations Officer	Clay Electric
Young, Matthew	Member Representative	Clay Electric

Mills, Jennifer	Public Health Preparedness Planner	Florida Department of Health
Butler, Paul	Assistant Administrator	Florida Department of Health
Cribb, Roy	Lake County Fire Service Area Supervisor	Florida Forestry Service
Braunsch, Lela	Wildlife Mitigation Specialist & PIO	Florida Forestry Service
Brown, Jill	Transit Services Director	Lake County Board of County Commissioners
Bursa, Karl	Public Works Operations Manager	Lake County Board of County Commissioners
Carpenter, Thomas	Assistant County Manager	Lake County Board of County Commissioners
Clark, David	Lt. / Preparedness Planning Officer	Lake County Board of County Commissioners
Earhart, Jeff	Public Works Deputy Director	Lake County Board of County Commissioners
Elkins, Justin	Water Resources Director	Lake County Board of County Commissioners
Holcomb, Greg	Public Safety Support Director	Lake County Board of County Commissioners
Kilbury, David	Fire Chief	Lake County Board of County Commissioners
Lazerson, David	Transit Services Fixed Route Coordinator	Lake County Board of County Commissioners
Lanoue, Miranda	Budget Manager	Lake County Board of County Commissioners
Olka, Mike	Public Works Senior Engineer	Lake County Board of County Commissioners
Loewer, Rich	Division Chief	Lake County Board of County Commissioners
Salinger, Jordan	Public Works Operations Director	Lake County Board of County Commissioners
Sievert, Chris	Deputy Fire Chief	Lake County Board of County Commissioners
Simpson, John	Deputy EMS Chief	Lake County Board of County Commissioners
Williams, Shelly	Grants Manager	Lake County Board of County Commissioners
Wright, Nikki	Systems Database Manager	Lake County Board of County Commissioners
Bjorn, Eric	Commercial Appraisal Manager	Lake County Property Appraiser's Office
Parker, Travis	Real Estate Field Appraisal	Lake County Property Appraiser's Office
Peebles, Peter	Residential Appraisal Manager	Lake County Property Appraiser's Office
Walsh, Justin		Lake County Property Appraiser's Office
Eubanks, Bill	Risk Management	Lake County School Board
Kornegay, Diane	Superintendent	Lake County School Board
Mabry, Joseph	Safety & Security Director	Lake County School Board
Page, Cyndi	Administrative Coordinator	Lake County School Board
Chessher, Sandi	Lake County Sheriff's Office	
Forst, Jennifer	Lake County Sheriff's Office	
Glass, Stephanie	Lake County Sheriff's Office	
Hauss, Mike "Terry"	Lake County Sheriff's Office	
Heath, Don	Lake County Sheriff's Office	
McDuffie, Ralph	Lake County Sheriff's Office	
Peralta, Janson	Lake County Sheriff's Office	
Waldrop, Shannon	Lake County Sheriff's Office	
Wilson, Cheryl	Lake County Sheriff's Office	
Baldomero, Marie	Financial Associate	Lake County Water Authority

Beaudet, Sean	Grants Program Manager	Lake County Water Authority
Groves, Chuck	Recreation Coordinator	Lake County Water Authority
Puigh, Alex	Volunteer Coordinator	LifePointe Church, Eustis
Alberts, Eric	Corporate Emergency Preparedness Manager	Orlando Health
Corfield, John	Corporate Emergency Preparedness Specialist	Orlando Health
Leimer, Darby	EM Specialist	Orlando Health
Bolduc, Hank	Account Consultant	SECO Energy
Canady, Shawn		SECO Energy
Meyers, Randy	General Manager	St. Johns River Utility
Plummer, Steve	Director	St. Johns River Utility
Davis, Susan	Intergovernmental Affairs	St. Johns River Water Management District
Dewey, Cammie	Basin Coordinator	St. Johns River Water Management District
Lovejoy, Adam	Governmental Affairs Manager	St. Johns River Water Management District
Peterson, Jim	Field Supervisor	St. Johns River Water Management District
Goodwin, Mac	Public Safety	The Villages Community Development District
Lindmeier, Tom	Public Safety	The Villages Community Development District
Sjogren, Robert	Public Safety	The Villages Community Development District
Wilkinson, Rachel	Public Safety	The Villages Community Development District
Hoagland, Walter	Police Chief	Town of Astatula
Teeters, Zane	Mayor	Town of Astatula
Cates, Morgan	Public Services Director	Town of Howey-in-the-Hills
O'Keefe, Sean	Town Manager	Town of Howey-in-the-Hills
Pino, Brianna	Administrative Assistant	Town of Howey-in-the-Hills
Roman, Rich	Police Officer	Town of Howey-in-the-Hills
Southall, JJ	Public Utilities Supervisor	Town of Howey-in-the-Hills
Thomas, Rick	Police Chief	Town of Howey-in-the-Hills
Wells, Graham	Mayor	Town of Howey-in-the-Hills
Chausse, Robert	Police Officer	Town of Lady Lake
Eagle, CT	Public Works Director	Town of Lady Lake
Tempesta, Robert	Police Chief	Town of Lady Lake
Johnson, Sandra	Town Manager	Town of Montverde
Larino, Paul	Town Manager	Town of Montverde
Mack, Chuck	Public Works Director	Town of Montverde

APPENDIX C – Meeting Documentation

APPENDIX D – Project Status List

X

APPENDIX E – Project Prioritization List

APPENDIX F – Cost Benefit Analysis Form

APPENDIX G – Regulatory Flood Mapping Products

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/25/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42813
Megan Milanese, Office of Emergency Management Director
BY: Megan Milanese, Office of Emergency Management Director
SUBJECT: Emergency Management Performance Grant FY 2025-2026

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To accept the Emergency Management Performance Grant (EMPG) Agreement;
2. To execute the EMPG Agreement for Fiscal Year 2025-2026 in the amount of $104,126.45;
3. To authorize the County Manager to execute future amendments/modifications that do not involve a financial impact;
4. To authorize the Director of the Office of Emergency Management to execute Exhibit 1 - Federal Programs and Resources Awarded (page 29);
5. To authorize the Director of the Office of Emergency Management to execute Exhibit 2 - Certification Regarding Telecommunications and Video Restrictions (pages 30 and 31); and
6. To authorize the Director of the Office of Emergency Management to execute Exhibit 3 - Certification Regarding Lobbying (page 32).

The fiscal impact is $104,126.45 (revenue/expenditure - grant funded).

BACKGROUND SUMMARY: The Office of Emergency Management (OEM) is annually awarded a federal allocation through the Emergency Management Performance Grant (EMPG) which is meant to supplement and enhance the activities funded by the Emergency Management Preparedness and Assistance (EMPA) Trust Fund Base Grant. The EMPG amount is determined by population size and is adjusted annually. EMPG funds are intended to enhance, not supplant, General Funds budgeted and required as matching funds for emergency management program activities.

The FY 2025-2026 annual EMPG was approved by the Lake County Board of County Commissioners on December 2, 2025. However, before it could be fully executed, the Florida Division of Emergency Management (FDEM) revised the award amount, lowering it from $104,283.00 to $104,126.45, a difference of -$156.55. An updated agreement has been provided.

Fiscal Impact: The fiscal impact is $104,126.45 (revenue/expenditure, grant funded).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grant	1300	2533150	331280		-$104,126.45
Federal/State Grant	1300	2533150	Various		$104,126.45

Advertised Date: Paper:

Attachments:

1.	Revised EMPG Agreement G0618 for Board Approval

STAFF APPROVALS AND DATES:

Megan Milanese	Created/Initiated - 03/25/2026
Elizabeth Gouveia-Miner	Approved - 03/25/2026
Todd Thornton	Approved - 03/31/2026
Thomas Carpenter	Approved - 04/01/2026
Ron Falanga	Approved - 04/01/2026
Kandace Pourbaix	Approved - 04/01/2026
Miranda Lanoue	Approved - 04/01/2026
Jaime Stewart	Approved - 04/01/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Agreement Number: G0618

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. § 200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. § 200.1, "pass-through entity" means "a non-federal entity that provides a subaward to a Sub-Recipient to carry out part of a federal program."

As defined by 2 C.F.R. § 200.1, "Sub-Recipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

As defined by 2 C.F.R. § 200.1, "Federal award" means "federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. § 200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:	Lake County
Sub-Recipient's unique entity identifier:	NNPSKT8GRCU1
Federal Award Identification Number (FAIN):	EMA-2024-EP-05024
Federal Award Date:	10/01/2025 - 09/30/2026
Subaward Period of Performance Start and End Date:	10/01/2025 – 09/30/2026
Budget Period Start and End Date:	10/01/2026 - 9/30/2026
Amount of Federal Funds Obligated by this Agreement:	$104,126.45
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$104,126.45
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.042-Emergency Management Performance Grant (EMPG) Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	31.90%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with
headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
Lake County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . .” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance,” applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Tamisha Jenkins, Grant Manager
2555 Shumard Oak Boulevard Tallahassee, Florida
Telephone: 850-815-4328
Email: Tamisha.jenkins@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Megan Milanese
425 W Alfred Street
Tavares, FL 32778
Telephone: 352-343-9420
Email: megan.milanese@lakecountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial

notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2025 and shall end September 30, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. § 200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred upon the successful completion of each deliverable and the submission of all required supporting documentation. The maximum reimbursement amount for the entirety of this Agreement is **$** 104,126.45.

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. The Division utilizes the Digital Enterprise Management System (DEMES) as its primary platform for all Agreement information. While electronic records are the standard, the Division will, in accordance with 2 C.F.R. § 200.336, provide or accept paper versions of this information to or from the Sub-Recipient upon request. When original records are created and maintained electronically in DEMES, they serve as the official record, and paper copies are not required for retention. If a Sub-Recipient submits paper copies, these paper records will be digitized and substituted with an electronic version in DEMES, provided the process includes periodic quality control, reasonable safeguards against alteration, and ensures the record remains readable.

f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida

Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall

hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient’s ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the

Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-

Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations,

and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;
ii. Require unnecessary experience or excessive bonding;
iii. Use non-competitive pricing practices between firms or between affiliated companies;
iv. Execute non-competitive contracts to consultants that are on retainer contracts;
v. Authorize, condone, or ignore organizational conflicts of interest;
vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19)<u>ATTACHMENTS AND EXHIBITS</u>

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions

iii. Exhibit 3 – Certification Regarding Lobbying

iv. Attachment A – Program Budget

v. Attachment B – Scope of Work

vi. Attachment C – Deliverables and Performance

vii. Attachment D – Program Statutes and Regulations

viii. Attachment E – Justification of Advance Payment

ix. Attachment F – Warranties and Representations

x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

xi. Attachment H – Statement of Assurances

xii. Attachment I – Mandatory Contract Provisions

xiii. Attachment J – Financial and Program Monitoring Guidelines

xiv. Attachment K – EHP Guidelines

xv. Attachment L– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20) PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (through Division of Emergency Management Enterprise Solution (DEMES) platform or by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without

regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____day of _____2026

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Agreement Number: G0618

UEID/SAM: NNPSKT8GRCU1

FAIN: EMA-2024-EP-05024

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Executive Director**

Date: _____

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: $ 104,126.45

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2025 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Sub-Recipient:Lake County

By: _____ Date: 10/15/2025

Megan Milanese, Director

Printed Name and Title

If signing electronically: By *providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2025 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: Lake County

By:_____ Date: 10/15/2025

Megan Milanese, Director

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☑ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Lake County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Sub-Recipient/subcontractor's Authorized Official

Megan Milanese, Director

Name and Title of Sub-Recipient/subcontractor's Authorized Official

10/15/2025

Date

FY 2025 EMPG
AGREEMENT
ATTACHMENT A
PROPOSED PROGRAM BUDGET
DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub- Recipient to perform eligible activities as identified in the Fiscal Year 2025 Notice of Funding Opportunity(NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and theDivision during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program BudgetDetail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "ProposedProgram Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: LAKE COUNTY

AGREEMENT: G0618

1. PLANNING	$
2. ORGANIZATION	$ 104,126.45
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	**$104,126.45**

FY 2025 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			

Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	4 staff	$26,031.6125	$104,126.45
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			

21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$104,126.45**

REVISION DATE: _____

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FY 2025 EMPG AGREEMENT
ATTACHMENT B – SCOPE OF WORK

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

Grant funds under this program may be charged to one of the below listed categories:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise**
- **Management and Administration**

II. TASK(S) AND DELIVERABLE(S):

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

The FY 2025 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

Emergency Management and Preparedness Assistance (EMPA) grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

DELIVERABLES

- Provide Quarterly Match **Form** to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

Reporting Requirements.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Deliverables Due**	**Deliverables Due**	**Deliverables Due**

Supporting Documentation: For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

EMPG Program Subrecipients are required to implement NIMS. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Subrecipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients **must** complete and submit the NIMS Data Collection Worksheet_ Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in DEMES:

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet _Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than **December 1, 2025**.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**N/A**	**N/A**	**N/A**

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. OPERATIONAL COORDINATION

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Sub-Recipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in DEMES:

DELIVERABLES

- Provide proof of participation by a representative of the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations). EMPG funded personnel are encouraged to participate in these meetings.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Subrecipient).

C. PUBLIC INFORMATION AND WARNING

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

The Subrecipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA) and a copy of the signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

To demonstrate successful completion of task 2C for Quarter 4, the Sub-Recipient must submit the following items in DEMES:

DELIVERABLES

- The Sub-recipient shall upload their updated FEMA IPAWS County executed MOA and,
- Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county into DEMES no later than **August 30, 2026**.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	**N/A**	**NA**	**Deliverables Due**

Supporting Documentation: Submission of executed IPAWS County MOA and Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PLAN (IPP)

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Sub-Recipient must submit the following items into DEMES:

DELIVERABLES

- Submit the County 2028-2029 **IPP Data Sheets** by **January 12, 2026,** in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	**Deliverables Due**	**NA**	**NA**

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than January 12, 2026. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG Program-funded personnel are expected to be trained emergency managers. All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)4, and, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion of task 3B for Quarters 1-4, the Sub-Recipient must submit the following items to DEMES:

DELIVERABLES

- The Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Deliverables Due**	**Deliverables Due**	**Deliverables Due**

NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail Form.

C. VALIDATING CAPABILITIES THROUGH EXERCISE

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period.
Submit the following item in DEMES:

DELIVERABLES

- Sub-Recipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverable Accepted	**Deliverables Due**	**Deliverables Due**	**Deliverables Due (Not required if completed in Q 1-3)**

Supporting Documentation: Submission of sign-in sheets for exercises in which EMPG funded personnel participated.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2025 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

I. Categories and Eligible Activities

FY 2025 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment**.**

B. Allowable Organization Related Costs

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible "Organization Cost" items include, but are not limited to:

- Salaries and Fringe Benefits
- Copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)

- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
- Major repairs to the County Emergency Operations Center (Need prior EHP approval)
- Central Heat/Air (Need prior EHP approval)
- Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation (Need prior EHP approval)

Additional Organizational Costs

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and

2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
    - Annual inventory of clothing and uniforms, if applicable.

C. Allowable Equipment Related Costs

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials(Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for the Purchase of Lights for Emergency Management Vehicles
In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

Requirements for Small Unmanned Aircraft System
All requests to purchase a Small Unmanned Aircraft System (SUAS) must be preapproved by FEMA, must comply with Information Bulletin (IB) 426, and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies
Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation
- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs
- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

As defined in section 200.310 Insurance Coverage: The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the Federal award.

D. Allowable Training Related Costs

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) and;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series		**Basic Academy Basic Academy Pre-requisites andCourses**
IS0120.c An Introduction to Exercises		IS0240.c Leadership and Influence
IS0230.e Fundamentals of EmergencyManagement		IS0241.c Decision Making and Problem Solving
IS0235.c Emergency Planning		IS0242.c: Effective Communication
IS0240.c Leadership and Influence	**OR**	IS0244.b: Developing and Managing Volunteers
IS0241.c Decision Making andProblem Solving		IS0100.c: An Introduction to the Incident Command System, ICS 100
IS0242.c Effective Communication		IS0120.c: An Introduction to Exercises
IS0244.b Developing and ManagingVolunteers		IS0200.c: Basic Incident Command System for Initial Response
		IS0230.e: Fundamentals of Emergency Management
		IS0700.b: An Introduction to the National Incident Management System
		IS0800.d: National Response Framework, An Introduction
		IS0235.c: Emergency Planning
		L0101 Foundations of Emergency Management
		L0102 Science for Disasters
		L0103 Planning: Emergency Operations
		L0105 Public Information Basics

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainercourses
- Attending other Department of Homeland Security (DHS) approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Program Manager for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel. Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development ofemergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop orevent whose primary purpose is the dissemination of technical information beyond the non-Federal entityand is necessary and reasonable for successful

performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussionof their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field oron a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by thisAgreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task requiredby this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention mustinclude:

- A statement explaining how the expense directly relates to the Recipient’s successfulperformance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for anymeal or lodging included in a convention or

conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.
-

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class Atravel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or
$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight

travel within 50 miles(one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $225 per night.

Training Costs Supporting Documentation
- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:
- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts,car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

E. Allowable Exercise Related Costs

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs
- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning,meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval ofthe state or FEMA, whichever is

applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period oftime (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submittedon letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statementsfor proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

F. Management and Administration

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/medialibrary/assets/documents/32474, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

H. Construction and Renovation

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

I. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State

Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

K. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

L. SAFECOM

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

M. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Sub-Recipient’s local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes

$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> $35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: $35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;

- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed $1 million require a Florida Certified Contract Negotiator. Contracts more than $10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.
The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program). **Refer to the appropriate GSA Schedule for additional requirements.**

N. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

O. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of

genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

P. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Q. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
    - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
    - Sub-Recipients shall only be allowed one opportunity to appeal.
    - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. **Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**
   After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June, July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
   A request for reimbursement must be uploaded in DEMES for review and approval by your grant manager at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Close-out Programmatic Reporting:**
   The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
   An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

R. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Tamisha Jenkins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4328 Tamisha.jenkins@em.myflorida.com	Clesha Pennywell FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.pennywell@em.myflorida.com

T. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

U. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

ATTACHMENT D

Program Statutes and Regulations

1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) Chapter 252, Florida Statutes
6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8) Copyright notice 17 U.S.C. §§ 401 or 402
9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
10) Debarment and Suspension Executive Orders 12549 and 12689
11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17) Lobbying Prohibitions 31 U.S.C. § 1352
18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20) Terrorist Financing Executive Order 13224
21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
26) 53 Federal Register 8034
27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
28) Section 287.138, Florida Statutes
29) Information Bulletin (IB) 426

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

[ ] **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)**

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS

****EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE****

Signature of Sub-Recipient

_____ Date: _____

Name and Title of Sub-Recipient

_____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title FDEM Agreement Number

_____

Street Address

_____

City, State, Zip

_____

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act,

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

Monitoring Selection and Scheduling:

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol
On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation
A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit
Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely
Bureau of Preparedness Grants – EMPG Programmatic Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4367
Terence.Blakely@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

ATTACHMENT L
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled "Sub-Recipient Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Sub-Recipient Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/19/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Karen Maxwell, Office Associate V
SUBJECT: Lake County Extension Director

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42819

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the employment of Dallas Meringolo as Lake County Extension Director, Extension Agent II. The annual fiscal impact to the County is $36,536.59.

BACKGROUND SUMMARY: Cooperative Extension Services in Lake County is a partnership between the University of Florida (UF) and Lake County. Pursuant to Section 1004.37(3), Florida Statutes, recommendations for extension agent positions are to be presented to the Board of County Commissioners for approval.

The County Extension Director position is responsible for managing, supervising, coordinating, leading, and reporting on the County extension program while maintaining, fostering and building effective working relationships with stakeholders, County government, community leaders, the private sector, media, government agencies, county residents, and UF/IFAS faculty, staff, and extension administration.

UF/IFAS Extension Services internally posted for the County Extension Director position and Dallas Meringolo was the only qualified candidate. After her presentation to the University of Florida/IFAS Extension Administration on February 27, 2026, Ms. Meringolo was selected as the recommended candidate. On March 2, 2026, Ms. Meringolo was recommended to Lake County for the County Extension Director's position.

Ms. Meringolo holds a Master of Science degree in Agricultural Education and Communication and has served as a 4-H Youth Development Agent in Lake County since May 2017. She has also been the Interim County Extension Director since August 2024.

Per the Memorandum of Understanding between UF and Lake County, UF has sole responsibility for setting the starting base salaries for County extension agents. UF set Ms. Meringolo's starting salary at $91,341.47 annually, plus benefits. UF will pay 60 percent of the salary, plus most benefits. Lake County will pay 40 percent of the salary ($36,536.59) plus the County's proportionate share of the normal payroll taxes and employer expenses relating to the Florida Retirement System.

The estimated fiscal impact is $36,536.59 and is within, and will not exceed, the Fiscal Year Budget. Annual expenditure will not exceed available funding in future years.

Fiscal Impact: $36,536.59 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund	0010	3142200	810XXX		$36,536.59

Advertised Date: Paper:

Attachments:

1.	University of Florida Offer Letter
2.	Memorandum of Understanding
3.	Dallas Meringolo Cover Letter and Resume

STAFF APPROVALS AND DATES:

Karen Maxwell	Created/Initiated - 03/19/2026
Karen Maxwell	Approved - 03/19/2026
Cari Christian	Approved - 03/19/2026
Alexis Clark	Approved - 03/23/2026
Rachel Bartolowits	Approved - 03/23/2026
Kerri Andrews	Approved - 03/23/2026
Ron Falanga	Approved - 03/23/2026
Kandace Pourbaix	Approved - 03/23/2026
Miranda Lanoue	Approved - 03/24/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Docusign Envelope ID: 5E00B547-8E03-4F99-BBA9-89EFB1702D01

UF UNIVERSITY of FLORIDA
UF/IFAS Extension
Office of District Extension Director – Central

Norma Samuel, Ph.D.
2140 NE Waldo Road, Bldg. 1603, Room 107
PO Box 110220
Gainesville, FL 32611-0220
352-392-1781
352-294-3544 Fax
nsamuel@ufl.edu

March 18, 2026

Dallas Meringolo
[redacted]

Dear Ms. Meringolo:

I am pleased to offer you the position of Lake County Extension Agent II, 4-H Youth Development and County Extension Director, position 0001-3964 beginning **Monday, April 20, 2026***. The annual salary will be $91,341.47 with a 40 %/60 % split in funding sources between Lake County $36,536.59 (40%) and the University of Florida $54,804.88 (60%). This includes $13,701.22, 15% of the total salary, as a County Extension Director supplement. If you should change from your current position (CED), your salary at that time will be decreased by $13,701.22. Please note your employment is contingent upon your passing the county's prescreening process and approval of the Lake County Board of County Commissioners.

As part of the hiring process, a successful pre-employment screening* must be completed for the offer of employment to take effect. This includes a satisfactory review of criminal records, reference checks, verification of education, and any health assessments that may be required. *The beginning date is subject to change based on the date that the background screening results are received. An employee cannot start working until the background screening results are received in HR.

In addition to education verification, an official transcript of your highest degree must be submitted. The official transcript may be delivered in a sealed envelope to UF/IFAS Extension Business Services-HR, or emailed directly from the institution to bredmond@ufl.edu or danaparrish@ufl.edu. Degrees acquired from a non-U.S. institution must be evaluated by an education credentialing agency approved by National Associations of Credentialing Evaluation Services (NACES).

As an Extension Agent II, 4-H Youth Development and County Extension Director you will work under the direction of the Central District Extension Director (DED), Dr. Norma Samuel. As with all County Extension faculty, your plan of work, report of accomplishments, and annual performance reviews will be under the supervision of the DED. The assigned duties and responsibilities for this position are 100% Extension. Your assignments may be subject to change at the discretion of the DED based on the needs of the department.

As a federal contractor, the University of Florida (EIN 59-6002052) is required to verify the identity and work authorization of all new employees. To help us comply with federal requirements we ask you,

- complete Section 1 of Form I-9 on or prior to your first day of employment.
- present documents that verify your identity and work authorization within the first three business days of your start date.

Failure to provide the appropriate documentation by the end of the third business day as required by law may lead to termination of employment.

Docusign Envelope ID: 5E00B547-8E03-4F99-BBA9-89EFB1702D01

The University of Florida encourages its employees to engage in activities supporting their professional growth, creating new knowledge and ideas, and furthering the University's mission of excellence in education, research, and service. University employees' primary professional obligation, however, is to act in the best interest of the University and to maintain the highest ethical and professional standards. A University employee's outside activities or interests must not conflict, or appear to conflict, with their professional obligations to the University of Florida. Faculty members should use UFOLIO either to certify that there is nothing to disclose, or to report outside activities and interests in advance. At a minimum, if you have nothing to disclose, you should log in once every 365 days to certify this. See here for additional information: https://coi.ufl.edu/ .

Your appointment is subject to the constitution and laws of the State of Florida and the rules and regulations of the Board of Trustees of the University of Florida.

Special conditions of your employment:

1. If you propose to engage in any outside activity or have a potential conflict of interest, you shall notify your supervisor in writing (using the proper University of Florida forms) prior to engaging in these activities. Such notification must be done annually (effective July 1 for future academic years) for as long as you continue to engage in such activity or have such conflict of interest.
2. There is also considerable travel with evening and weekend meetings, which may or may not be by personal vehicle.

We are impressed with your skills and believe you will find your new position to be challenging, interesting, and rewarding.

Please sign below and return original to me.

Sincerely,

Norma Samuel, PhD.
Central District Extension Director

NS/nw

cc: Becky Redmond
Cari Christian

I, Dallas Meringolo, do accept the position as described above and agree to the salary and all conditions set forth in this letter.

Dallas Meringolo — 3/18/2026 | 4:55 PM EDT

Signature — Date

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

between
The University of Florida Board of Trustees,
a public body corporate of the State of Florida for and on behalf of
Florida Cooperative Extension Service,

Institute of Food and Agricultural Sciences

and

Lake County, Florida

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING is made by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, for and on behalf of the Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, hereinafter the "University," and Lake County, Florida, a political subdivision of the State of Florida, herein after the "County," regarding County Extension Agents.

RECITALS:

WHEREAS, the Florida Cooperative Extension Service was established as part of the Institute of Food and Agricultural Sciences of the University of Florida by federal and State legislation for the specific purpose of "extending" the educational service of the University to the people of the State of Florida on subjects relating to agriculture, family and consumer science, 4-H and youth, community and natural resource development, energy and sea grant programs. The laws calling for the creation of extension programs were specifically designed to ensure that the findings of research in these areas were communicated to the people in their communities; and

WHEREAS, to assure that educational programs offered by the Florida Cooperative Extension Service meet the needs of local clientele, it is important that both elected and

appointed officials of the Florida Cooperative Extension Service and the Board of County Commissioners understand their respective responsibilities and relationships in the conduct of this work; and

WHEREAS, this Memorandum of Understanding establishes the responsibilities and relationships that exist between the Florida Cooperative Extension Service and the Board of County Commissioners of Lake County; and

WHEREAS, the terms "County Extension Agent" and "County Extension Faculty" are used interchangeably. A County Extension Agent or County Extension Faculty member refers to a jointly funded (state and county) position. A Program County Extension Agent or Program County Extension Faculty member refers to a county-funded position that is solely funded by Lake County. The responsibilities of Program County Extension Agents are the same as those for all other Extension Agents. Program County Agents are eligible for promotion under University of Florida guidelines and criteria but are not eligible for permanent status.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

A. Hiring County Extension Faculty

1. University and the County will jointly agree on whether to fill vacancies in positions of County Extension Faculty and/or Program County Extension Faculty.

2. University will establish minimum requirements and qualifications for the employment of County Extension Faculty and/or Program County Extension Faculty.

3. University will receive and examine applications for employment for County Extension Faculty and/or Program County Extension Faculty.

4. University will interview and screen all applicants to determine their qualifications and availability for employment as County Extension Faculty and/or Program County Extension Faculty.

5. University will recommend to the County qualified (or selected) applicants for appointment to vacant or new County Extension Faculty and Program County Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.

6. The County has the authority to remove an individual appointment with or without cause and shall provide written notification to the University of such removal, provided that such removal shall not relieve County of any financial commitments already made by the County in connection with such individual through the date of termination.

B. Salaries & Benefits of County Extension Faculty

1. Before hire, the County and University shall jointly agree on the portion of the base starting salary of each County Extension Faculty member that each party will pay. Starting salary shall include contributions to the retirement program offered by the University to the County Extension Faculty member. After initial hire, each party will determine future salary adjustments for its portion of the total

salary, except with respect to promotion increases, which will be determined as set forth elsewhere herein. Each party may, at its sole discretion, pay a bonus at any time to County Extension Faculty member(s), as a non-base salary increase, provided that such party will be solely liable for the payment of such bonus.

2. University and the County will each pay its own respective portion of all salaries for County Extension Faculty but will not be responsible for payment of the other party's portion. This payment includes the respective share of the employer's portion of the contribution to the retirement plan offered by the University to the Extension Faculty, and Federal and Medicare (FICA) payroll taxes based on the portion of salary. The County is solely responsible for the salaries and benefits of the Program County Extension Faculty.

3. The University shall assume the full cost of fringe benefits for County Extension Faculty, including workers' compensation and unemployment compensation.

4. In the event the County Extension Faculty member separates from employment, the parties agree that the University shall only be responsible for the payment of the University's portion of benefits due and owing to such member under the University's employment policies, including any vacation and sick leave payouts. The County shall not, in any event, make any sick leave payouts. Further, the County shall only be responsible for the following payment of vacation due and owing at the same proportion and salary rate determined under subparagraph 1 above:

a) For employees hired by the University after the effective date of this agreement who have no current vacation accruals under University policies, the

County shall agree to pay out its share of any excess vacation time not exceeding the limits established by the University's employment policies as of the date of separation.

b) For University employees hired prior to the effective date of this agreement that are transferred or promoted to fill a position with Lake County, the County will not make any vacation payouts upon separation unless such employee has completed three (3) years of service with Lake County, and in such event, the County shall still only pay out such excess vacation time up to the capped limits established by University's employment policies.

c) For any employee regardless of hire date, use of vacation time may be authorized to extend employement beyond the last physical day of work within the following paramters:

1. Leave shall be requested and approved by the County at the time the employee provides their initial notice of separation;
2. Leave may not be more than two (2) calendar weeks; and
3. Leave shall not coincide with minimum notice (for example, if a employee is required to give two (2) weeks notice and wants to use annual leave to extend their separation date, then the employee shall give four (4) weeks notice.

5. The University will determine the total amount of the starting base salary of each County Extension Faculty member and Program County Extension Faculty member, subject to adjustments as stated in subsection (1) above.

6. The University will determine the total dollar amount of rank promotion salary increases for promotion to Agent II, III, and IV. The County will pay the percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary the County was paying immediately prior to the effective date of the increase. The University will pay the remainder of the rank promotion salary increase.

C. County Extension Faculty Support

1. University will prepare and submit an annual budget request in accordance with the County's budget schedule to the County for the County's share of funds for salaries and operating expenses.
2. University will provide County Extension Faculty and Program County Extension Faculty with official envelopes, bulletins (designed for free distribution), leaflets and other publications for educational purposes.
3. University will provide leadership for administration and supervision of Extension programs and all County Extension Faculty.
4. University will develop and administer a personnel management plan for all County Extension Faculty that will provide for:
   a) The annual review of each County Extension Faculty/ Program County Extension Faculty member's performance.
   b) Counseling for job improvement where needed; and
   c) Periodic county program reviews.
5. University will provide state Extension subject matter specialists to train all County Extension Faculty in current technology and other changes affecting

agriculture, family and consumer science, 4-H, community and natural resource development, energy and sea grant programs and to assist them in conducting work in these areas.

6. University will provide County Extension Faculty and Program County Extension Faculty with training programs as appropriate to maintain effective program delivery.

7. University will develop and maintain a County Advisory Committee System to ensure that county Extension programs are based on the particular needs of the people in the county.

8. University will provide funds for official travel expenses and per diem of County Extension Faculty and Program County Extension Faculty for in-service training and for other out-of-county program development meetings selected by Extension.

D. County Extension Faculty Support

The County will provide office space and equipment, clerical support, utilities, office telephone, office supplies, funding for official county travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of the County Extension Office and program. The County will also confer and advise with the University and County Extension Directors and County Extension Advisory Committee relative to County Extension programs.

E. Office Policies

1. The University shall administer leave, including annual, sick, civil, and military leave, for County Extension Faculty in accordance with University personnel policies.

2. The County shall administer leave, including annual, sick, civil and military leave for Program County Extension Agents, as County employees, in accordance with County personnel policies with the exception of the following that will be administered by the University:

   a) Initial salary determination

   b) Raises for promotion to Agent II, III and IV as outlined in elsewhere herein.

3. County policies will apply with respect to office hours, code of conduct and holidays for County Extension Faculty and Program County Extension Faculty.

4. University and the County will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.

5. University and the County will remain separately responsible for compliance with the Americans with Disabilities Act at each respective facility. Each party remains responsible for providing access to any facility or building owned by such party in compliance with the Americans with Disabilities Act.

6. County Extension Faculty will not be classified under a county classification system.

F. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.
2. Each party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.
3. This agreement shall be effective on the date the last party hereto executes it (the "efective date"). All previous agreements between the parties shall be superseded upon the effective date of this Agreement.
4. This agreement shall supersede the Memorandum of Understanding between the parties fully executed on April 27, 2004.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 9 day of July, 2013, and by the University of Florida through its duly authorized representative.

Nick T. Place, Ph.D.
Dean and Professor
IFAS Extension

This 1st day of August, 2013.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida

Print Name: Jack M. Payne, Ph.D.
Title: Sr. Vice President

This 8 day of August, 2013.

COUNTY

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Jimmy Conner, Vice-Chairman

This 13th day of July, 2013.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

DALLAS MERINGOLO

January 27, 2026

Dear Hiring Committee,

I am writing to express my interest in the County Extension Director and 4-H Youth Development Extension Agent II-IV – Lake position. As someone who grew up in Lake County and began my own leadership journey through the Lake County 4-H program, this community has shaped both my personal values and professional purpose. The opportunity to continue serving the county that raised me, while helping "make the best better" for the next generation, is the passion that drives my work every day.

In my current role as Interim County Extension Director and Extension Agent II/4-H Youth Development, I oversee all administrative and operational functions of the office, supervise faculty and staff, manage budgets, ensure compliance, and strengthen relationships with county administration, UF/IFAS leadership, advisory committees, and community partners. In my short time as the Interim Director, I have successfully secured resources for program improvements, including $70,000 for enhancements to Discovery Gardens, along with overseeing an $850,000 county budget.

My work in 4-H has remained at the heart of my Extension career. I continue to design, implement, and evaluate programs that reach more than a thousand youth annually through clubs, camps, and school partnerships. Expanding school enrichment by 120% to now serve over 6,600 students each year stands out as a meaningful accomplishment. I also manage the financial operations of the Lake County 4-H Association, develop systems for risk management and volunteer support, and help cultivate a culture of respect, accountability, and service.

I am committed to supporting our faculty and staff so they can be the best they can be. I want our team to have the resources, encouragement, and professional environment they need to grow, excel, and feel proud of the work they do. I want every person on our team to feel connected to one another, confident in their roles, and valued for their contributions. I want our workplace culture to reflect the needs and values of clientele while encouraging innovation, balance, and continuous improvement. Most importantly, I want every individual who interacts with Extension to feel acknowledged, respected, and empowered.

I am excited about the opportunity to bring my experience, community roots, and passion for Extension leadership to the County Extension Director and 4-H Youth Development Extension Agent II-IV – Lake position. I hope to further discuss how my background aligns with your department's goals and how I can help strengthen and expand Extension's impact on Lake County.

Thank you for your time and consideration. I look forward to the opportunity to speak with you.

Sincerely,

Dallas Meringolo

Dallas Meringolo

Experience

2024 – Present

University of Florida/Lake County Board of County Commissioners
Interim County Extension Director & Extension Agent II/4-H Youth Development

- Lead administrative operations and supervise 13 employees.
- Manage $850,000+ county budget and UF accounts; ensure fiscal and policy compliance.
- Awarded $70,000 in funding for Discovery Gardens improvements.
- Maintain strong partnerships with county government, UF/IFAS, advisory committees, and community stakeholders.
- Oversee 160+ 4-H and Master Gardener volunteers; strengthen customer service, communication, and team culture.
- Drive strategic planning, annual reporting, workflow improvements, and operational efficiency.
- Manage a 3.5-acre teaching garden supporting youth, horticulture, and public programming.
- Utilize technology and social media for outreach and program management.
- Provide emergency support during EOC activations.

2017 – Present

University of Florida/Lake County Board of County Commissioners
Extension Agent I/4-H Youth Development

- Design, deliver, and evaluate 4-H programs serving 1,000+ youth across clubs, schools, camps, and community settings.
- Lead 35 community clubs and 5 in-school clubs, which are supported by 90+ volunteers.
- Increased school enrichment participation by 120%, reaching 6,600+ students.
- Manage $120,000+ for the Lake County 4-H Association and lead advisory committee engagement.
- Develop volunteer management systems, curriculum, and risk management procedures.

2015 - 2017

Marion County Public Schools
Teacher

- Developed and implemented lesson plans for 160 students.
- Analyzed progress using data-driven evaluation.
- Developed and implemented individualized education plans for Exceptional Students.

Education

2021-2023

University of Florida
MS Agricultural Education & Communication

2011-2012

University of Central Florida
BA Interdisciplinary Studies

Honors and awards

2025

National
- NAE4-HYPD Distinguished Service
- 2nd Place Educational Curriculum Package, Team

Regional
- 2nd Place Educational Curriculum Package, Team

State
- Distinguished Service
- Mentor of the Year
- Educational Curriculum Package

2024

State
- Alto Straugh 4-H Award
- High Degree Award - Masters

2023

State
- Teamwork Award
- Excellence in 4-H Club Support
- Excellence in Healthy Living
- Program of Excellence, Team

Local
- Community Development: 4-H Teaching Gardens

2022

State
- Program of Excellence, Team

Local
- Outstanding Citizen
- Best Poster; 4-H Youth Development

2021

State
- Promotional Piece, Individual
- Promotional Piece, Team

2020

State
- Excellence in 4-H Club Support

Publications

2025

Record Books
Meringolo, D. 2025. (Total 2). "Lake County 4-H Cloverbud Rabbit and Poultry Book." Educational activity books for youth ages 5-7 to use in the rabbit and poultry project. UF/IFAS Extension; Tavares. FL.

2025 Cont.

Newspaper Articles

Meringolo, D. 2025. Created three newspaper articles for the North Lake Outpost and Triangle Newspaper on Lake County 4-H, the 4-H Ambassadors, and the Impact of Volunteers.

Curriculum Package

Meringolo, D. 2025. (5 total) Teacher's lesson plans to support the 4-H Public Speaking program.

2024

Electronic Data Information Source

Meringolo, D., Quirie, C, & Decubellis, C. 2024. 4-H Volunteer Training Series: Recognizing Young People. UF/IFAS Extension. Florida. 4H370. https://edis.ifas.ufl.edu/publication/4H370

Davis, P., Dierenfield, C., Emerson, J., Ghosh, S., Hafner, D., Meringolo, D., Scarbrough, B. (Revision Authors). 2024. How to Start a 4-H Club (for Youth Ages 5-18) 4H336. https://edis.ifas.ufl.edu/publication/4H336

Record Books

Meringolo, D. 2024. (Total 2). "Lake County 4-H Cloverbud Rabbit and Poultry Book." Educational activity books for youth ages 5-7 to use in the rabbit and poultry project. UF/IFAS Extension; Tavares. FL.

Newspaper Articles

Meringolo, D. 2024. Created three newspaper articles for the North Lake Outpost on Lake County 4-H, County Events Day, and Lake County Fair – a Family Tradition.

Daugherty, J., Brew, Meg, Meringolo, D., & Johnson, L. 2024. All About Extension. Triangle News Leader. March 13, 2024. Pg 1 &7. https://www.midfloridanewspapers.com/triangle_news_leader/all-about-extension/article_747c6d3c-dcd9-11ee-9960-0f3dc7fb1e6a.html

Guides & Manuals

Meringolo, D. 2024. "Lake County 4-H Fundraising Guide." The fundraising guide provides financial operating procedures, suggested fundraisers, and approved expenditures to Lake County 4-H volunteers. UF/IFAS Extension; Tavares, FL. (10 pages)

Meringolo, D. 2024. "Lake County 4-H Organizational Leader's Manual." This manual focuses on risk management, insurance, essential elements, club officers, and annual club documents. (35 pages)

Meringolo, D. 2024. "Lake County 4-H Family Handbook." This educational handbook contains information compiled from EDIS documents, county policies, and event information for families, as well as ways 4-H youth can get involved at the county, district, and state levels of 4-H. (20 pages)

2023

Electronic Data Information Source

Cash, L., Sachs, G., DeCubellis, C., Ward, M., Meringolo, D., Hensley, S., Toelle, A., & Valencia, L. 2023. My senior project report. EDIS/AskIFAS. https://edis.ifas.ufl.edu/publication/4H035

Cash, L., Sachs, G., DeCubellis, C., Ward, M., Meringolo, D., Hensley, S., Toelle, A., & Valencia, L. 2023. My junior project report. EDIS/AskIFAS. https://edis.ifas.ufl.edu/publication/4H033

Cash, L., Sachs, G., DeCubellis, C., Ward, M., Meringolo, D., Hensley, S., Toelle, A., & Valencia, L. 2023. My intermediate project report. EDIS/AskIFAS. https://edis.ifas.ufl.edu/publication/4H034

Cash, L., Sachs, G., DeCubellis, C., Ward, M., Meringolo, D., Hensley, S., Toelle, A., & Valencia, L. 2023. My Cloverbud project summary. EDIS/AskIFAS. https://edis.ifas.ufl.edu/publication/4H032

Newsletter Articles

Brew, M.N., Johnson, L., Klein, S., Meringolo, D., and Moffis, B. 2023. Summer Day Camp Experiences Educate and Entertain Youth in Lake County. Extension Comings and Goings. September 2023. UF/IFAS Extension. Gainesville, FL.

Meringolo, D. 2023. 4-H Reaching Diverse Audiences. April 2023. Extension Coming and Goings. April 2023. UF/IFAS Extension; Gainesville, FL.

2017-2022

Newspaper Articles

Meringolo, D. 2017-2022. Created 32 newspaper articles on positive youth development and volunteer management through the Daily Commercial and North Lake Outpost. Locations vary.

Blogs

Meringolo, D. 2017-2022. Created 36 blogs on positive youth development and volunteer opportunities with Lake County 4-H. Locations vary.

Record Books

Meringolo, D. 2017-2022. Created 13 record books focusing on positive youth development. Locations vary.

Presentations and invited lectures

2025

International

Meringolo, D. (Presenter, lecture). 2025. Utilizing the Nominal Group Technique to Identify Volunteer Training Needs. Association of International Agricultural and Extension Education (AIAEE). Inverness, Scotland. April 14-17, 2025.

Meringolo, D. & Moffis, B. (Co-presenter, lecture). 2025. Bugs and Beyond: Igniting Youth Interest in Insects. AIAEE. Inverness, Scotland. April 14-17, 2025.

Daugherty, J., Meringolo, D. (Co-presenter, lecture). 2025. Using Youth Gardens to Educate and Empower At-Risk Youth: A Case Study. AIAEE. Inverness, Scotland. April 14-17,2025.

2025 Cont.

National

Meringolo, D. (Presenter, lecture). 2025. Volunteer Training Needs: A Nominal Group Technique Approach. National Extension Conference on Volunteerism (NECV). Portland, ME. April 22-24, 2025.

Henry, K., Meringolo, D. (Co-presenter, lecture). 2025. Enhancing Volunteer Capacity Through Synchronous Multi-County Training via Satellite Locations. Extension Leadership Conference (ELC). Savannah, GA. February 19, 2025.

State

Meringolo, D., Draper, A., & Tillett, B. (Co-presenter, lecture). 2025. Camping as a County. EPAF. Daytona Beach, FL. May 12-15, 2025.

2024

State

Meringolo, D. (Presenter, lecture). Cooking Counts When Applying Scientific Principles in 4-H Day Camp. University of Illinois Extension, virtual, 4-H monthly state call. February 8, 2024.

Meringolo, D., Johnson, L., & Daugherty, J. (Co-presenter, lecture). 2024. Growing Youth Through Gardens. EPAF. Daytona Beach, FL. August 26-29, 2024.

Johnson, L. & Meringolo, D. (Co-presenter, lecture). 2024. Discovering Science in Every Recipe Through a 4-H Day Camp. EPAF. Daytona Beach, FL. August 26-29, 2024.

Sprain, J., Henry, K., Meringolo, D., Souers, M., Sachs, G., Moores, N., McCazzio, C., Scarbrough, B., Pogue, H., Reichel, E., & Michael, S. (Co-presenter, lecture). 2024.Central District 4-H Volunteer Series: A modified approach to volunteer training. EPAF. Daytona Beach, FL. August 26-29, 2024.

Woodard, C. & Merinoglo, D. (Co-presenter, lecture). 2024. Youth Adult Partnerships. University of Florida 4-H Volunteer Forum. August 17, 2024.

Dierenfield, C., Pienta, R., & Meringolo, D. (Co-presenter, lecture). 2024. Spoil Your Volunteers Through Recognition and Appreciation. University of Florida 4-H Youth Development Institute. Ocala, FL. January 31, 2024.

2023

National

Meringolo, D. & Johnson, L. (Co-presenter, lecture). 2023. Equipping 4-H Youth with Cooking Skills to Develop Independence and Mastery. NAE4-HYPD. Pittsburgh, PA. October 10-12, 2023.

Souers, M, Meringolo, D., Moores, N., & Sachs, G. (Co-presenter, lecture). 2023. Using Satellite Locations to Deliver Synchronous Multi-County Training. NAE4-HYPD. Pittsburgh, PA. October 10-12, 2023. Presentation.

Meringolo, D. (Presenter, poster). 2023. Multi-Tier Volunteer Training Program for Incoming and Tenured Volunteers. NECV. Lexington, KY. May 8-10, 2023.

State

Sprain, J., Henry, K., Reichel, E., Souers, M., Pogue, H., & Meringolo, D. (Co-presenter, lecture) 2023. Building Volunteer Capacity Using Satellite Locations to Deliver Synchronous
Multi-County Training. Florida Association of Community Development Extension Professionals (FACDEP). Orlando, FL. October 17, 2023.

2023 Cont.

Meringolo, D. & Daugherty, J. (Co-presenter, lecture). 2023. Utilizing Volunteers to Support Afterschool Youth Garden Programming. NECV. Lexington, KY. May 8-10, 2023.

Local

Meringolo, D. & Daugherty, J. (Co-presenter, lecture). 2023. Increasing Food System Education for Underserved Children Through Afterschool Garden Partnerships. Central District Symposium. April 20, 2023. Poster Presentation.

Professional Associations

2024-2026 — **Association for International Agriculture and Extension Education**
Member and Abstract Reviewer

2021-2026 — **Epsilon Sigma Phi**
Member

2017-2026 — **National Association of Extension 4-H Youth Development Professionals**
Member, reviewer, and committee member

2017-2026 — **Florida Association of Extension 4-H Agents**
Member, District Director, committee member, and reviewer

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 41082
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Office of Housing and Community Services

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/04/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42694
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Amy Elliott, Associate Director of Housing and Community Services
SUBJECT: Substantial Amendment to FY2021-2022 HOME-ARP Allocation Plan

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Substantial Amendment to the HOME-ARP Fiscal Year 2021-2022 Allocation Plan to allow a preference for individuals and households fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by the U.S. Department of Housing and Urban Development (HUD); and
2. To authorize the Director of the Office of Housing & Community Services to execute any documents required by HUD; and
3. Of a corresponding authorization Resolution related to the Substantial Amendment for Fiscal Year 2021-2022 Allocation Plan.

There is no fiscal impact.

BACKGROUND SUMMARY: The American Rescue Plan Act of 2021 appropriated $5 billion to provide housing services and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnership allocations in Fiscal Year 2021.

On October 26, 2021, the Board of County Commissioners (Board) approved the HOME-ARP grant agreement. The total grant award for HOME-ARP was $2,060,197.

On March 28, 2023, the Board approved the submission of the Fiscal Year 2021-2022 HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development in order to receive funding.

A draft of the Substantial Amendment was available for public review and comment from February 5, 2026, through February 20, 2026. No public comments were received.

Fiscal Impact: None

Account No.:

Advertised Date: February 5, 2026

Paper: Leesburg Daily Commercial

Attachments:

1.	HOME-ARP Substantial Admendment
2.	Resolution for Approval of HOME-ARP Substantial Amendment 2026

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 03/04/2026
Maria AbdoulKarim	Approved - 03/04/2026
Mariellie Alvarez	Approved - 03/25/2026
Miranda Lanoue	Approved - 03/25/2026
Karen Maxwell	Approved - 03/25/2026
Cari Christian	Approved - 03/26/2026
Alexis Clark	Approved - 03/26/2026
Ron Falanga	Approved - 03/26/2026
Kandace Pourbaix	Approved - 03/26/2026
Miranda Lanoue	Approved - 03/27/2026
Jaime Stewart	Approved - 03/27/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

SUBSTANTIAL AMENDMENT

to the Lake County, FL
HOME-ARP ALLOCATION PLAN

February 2026

PART I
HOME-ARP SUBSTANTIAL AMENDMENT
HOME-ARP ALLOCATION PLAN AMENDMENT DESCRIPTIONS

Introduction
In accordance with *Section IV. Qualifying Population, Targeting and Preferences* of Notice CDP-21-10, "a Participating Jurisdiction (PJ) may establish reasonable preferences among the Qualifying Populations (QPs) to prioritize applicants for HOME-ARP projects or activities based on the PJ's needs and priorities, as described in its HOME-ARP allocation plan." Eligible QPs include the following:

- QP 1: Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3).
- QP2: At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness.
- QP3: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.
- QP4: Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

For the full definitions of each QP, see Notice CPD 21-10.

The narrative below describes the addition of a project-specific preference for Qualifying Population 3: "Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD". The amendment reflects continued alignment among the needs assessment, data analysis, professional consultation, and public participation processes originally outlined in the Lake County HOME-ARP Allocation Plan, submitted in March 2023 and approved by the HUD Field Office.

This amendment establishes a project-specific preference for the Find Feed Restore rental housing project and does not introduce any significant changes to preferences for other HOME-ARP project or activity types.

The County's HOME ARP Allocation Plan is designed to expand access to affordable rental housing for HOME-ARP Qualifying Populations. To better respond to the needs of HOME-ARP Qualifying Populations, the County has determined that a Substantial Amendment is necessary to establish a project-specific preference for individuals and households fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD(QP3).

Rationale for Proposed Change in the County's HOME-ARP Allocation Plan

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice
As originally submitted, 2022 HMIS data revealed 61 (9.8%) individuals who had a history of

domestic violence and 12 (1.9%) who were actively fleeing domestic violence. Of those with a history, 63.9% were households of only adults and 36.1% were households with adults and children. Of the 12 who were actively fleeing domestic violence, 41.7% were adult-only households and 58.3% were households with adults and children.

More recent data demonstrates ongoing needs for individuals fleeing domestic violence. The Florida Department of Children and Families state that 23.2% of woman have encountered violence from a partner with whom they are in an intimate relationship. In 2024, 217 individuals in Florida died because of domestic violence homicide, representing 20% of all homicides in Florida. In addition, certified centers provided 603,577 nights of emergency shelter to 12,543 women, men, and children. Many survivors fled violent homes with their children, representing 47% of those served in emergency shelters.

Florida ranks among the top states for reported domestic violence incidents, and yet access to long-term housing remains limited and fragmented. Without safe shelter, survivors are at increased risk of returning to abusive partners, experiencing further violence, or becoming trapped in cycles of poverty and instability. Children exposed to domestic violence suffer lasting emotional, psychological, and academic consequences that are compounded when housing insecurity is present.

In response to these documented needs, Lake County will establish a project-specific preference for Qualifying Population 3 for the Find Feed Restore, Inc HOME-ARP Rental Housing project(s). In accordance with Notice-21-10 and the HOME-ARP: Preferences, Methods of Prioritization, and Limitations quick guide, Lake County will establish the following method of prioritization for this preference:

1. QP 3 households experiencing homelessness. QP3 households experiencing homelessness include
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals).
2. All other QP3 households qualifying for this preference will be served in chronological order of referral.

Households in all other HOME-ARP Qualifying Populations will also be served in chronological order, following QP3 households.

The County affirms that this preference is consistent with the HOME-ARP Notice CPD-21-10 requirements and complies with all applicable fair housing and civil rights laws, including the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act. The preference is tailored to address documented and service gaps, is supported by objective data, and does not exclude or otherwise discriminate against households in other HOME-ARP Qualifying Populations.

All four HOME-ARP Qualifying Populations will remain eligible to apply for the County's other

HOME-ARP Rental Housing projects, which will not utilize a preference. Aside from the addition of this project-specific preference, all other components of the Lake County HOME-ARP Allocation Plan will remain unchanged.

PART II
Public Participation
In accordance with Notice CPD-21-10, the Draft Substantial Amendment to the HOME-ARP Allocation Plan was placed on public display for a period of 15 days beginning February 3, 2026 and ending February 17, 2026. The draft amendment was available for public review at the Office of Housing and Community Services.

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LAKE COUNTY, FLORIDA; APPROVING A SUBSTANTIAL AMENDMENT TO THE FY 2021-2022 HOME-ARP ALLOCATION PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the Home Investment Partnerships Program created by the National Affordable Housing Act of 1990 (NAHA) as amended by the Housing and Community Development Act of 1992, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary, and affordable housing; and

WHEREAS, under the HOME-ARP Program created by the American Rescue Plan of 2021, the Secretary of the U.S. Department of Housing and Urban Development was authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary and affordable housing; and

WHEREAS, the U.S. Department of Housing and Urban Development advised the County that it was eligible to receive $2,060,029 for the HOME-ARP Program; and

WHEREAS, on or around March 28, 2023, the Lake County Board of County Commissioners authorized the Office of Housing and Community Services to Submit the County's HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development (HUD), which was subsequently approved by HUD; and

WHEREAS, the Office of Housing and Community Services has prepared a Substantial Amendment to the HOME-ARP Allocation Plan to propose a project-specific preference for Qualifying Population 3, to be applied exclusively to the Find Feed Restore project; and

WHEREAS, the Office of Housing and Community Services made a copy of the proposed Substantial Amendment available for public review and comment from February 6, 2026 through February 20, 2026; and

WHEREAS, there were no comments received during the comment period.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lake County, as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners ("Board") and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Authorization.** The Director of the Office of Housing and Community Services, on behalf of the Lake County Board of County Commissioners is authorized to execute and submit a Substantial Amendment to the Lake County HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development.

Section 3. **Assurances.** The Director of the Office of Housing and Community Services, on behalf of the Lake County Board of County Commissioners, is hereby authorized to provide such

assurances and certifications as required by the National Affordable Housing Act of 1990, as amended, the American Rescue Plan of 2021, and any supplemental or revised data which HUD may request in connection with the review of this application.

Section 4. **Formal Grants.** The Director of the Office of Housing and Community Services, or designee is authorized to sign the Lake County HOME ARP Allocation Plan grant, application, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents, and purchase equipment, and expend grant funds pursuant to a grant award after acceptance of the grant by Board of County Commissioners. The County Attorney is the only person authorized to submit certifications and assurances that are required to be submitted by an authorized attorney of Lake County as a grant applicant.

Section 5. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 6. **Effective Date.** This Resolution will take effect upon approval by the Lake County Board of County Commissioners.

PASSED AND ADOPTED this _____ day of April, 2026.

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

ATTEST:

This _____ day of _____, 2026.

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/05/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42690
BY: Jeanine Knaak, Office Associate V
SUBJECT: Agreement with Mid Florida Community Services, Inc.

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval of the Second Amendment to the Agreement with Mid-Florida Community Services, Inc. D/B/A You Thrive Florida for the provision of transportation services for nutritional purposes.

The estimated fiscal impact is $146,656 — $99,740 (revenue/expenditure) and $46,916 (expenditure – County funded) and is included in the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: Mid-Florida Community Services D/B/A You Thrive is a mid-size nonprofit 501(c)(3) agency dedicated to empowering seniors and families that do not have sufficient money for food and housing. You Thrive is contracted with the Florida Department of Elder Affairs to operate five meal sites within the County.

If approved, the Second Amendment to the Agreement with You Thrive will expire on September 30, 2028. Also, You Thrive has added an Addendum Attachment “B” documenting the requirement for the County to conduct a Level II background screening on all drivers, and monitoring of the County’s transportation contractor (duties which are already performed by the County.)

Many Lake County seniors live alone, and not only does the meal site offer daily nutrition, but socialization opportunities as well. There are five meal sites where transportation services are provided for qualified seniors, and they are located in Umatilla, Tavares, Leesburg, Groveland, and Clermont. The County pays the transportation contractor $35.51 per trip, and Mid-Florida reimburses the County $24.15 per trip. It is projected that the County will subsidize this service by approximately $46,916. The county portion is budgeted annually.

Fiscal Impact: $146,656 — $99,740 (revenue/expenditure) and $46,916 (expenditure – County funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327210	344913	20524	-$99,740

Transit	1210	3327210	830340	20524	$146,656

Advertised Date: Paper:

Attachments:

1.	Second Amendment to You Thrive Agreement

STAFF APPROVALS AND DATES:

Jeanine Knaak	Created/Initiated - 03/05/2026
Amy Bradford	Approved - 03/05/2026
Joshua Smith	Approved - 03/05/2026
Jill Brown	Approved - 03/05/2026
Karen Maxwell	Approved - 03/05/2026
Cari Christian	Approved - 03/05/2026
Melanie Pompos	Approved - 03/06/2026
Ron Falanga	Approved - 03/09/2026
Kandace Pourbaix	Approved - 03/09/2026
Miranda Lanoue	Approved - 03/16/2026
Rachel Bartolowits	Approved - 03/16/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

SECOND AMENDMENT TO AGREEMENT
FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is entered into by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and MID FLORIDA COMMUNITY SERVICES, INC., D/B/A YOU THRIVE FLORIDA, a Florida not for profit corporation (the PURCHASER).

WITNESSETH:

WHEREAS, the State of Florida's Commission for the Transportation Disadvantaged (the Commission) has entered into a Memorandum of Agreement between itself and the COUNTY, designating the COUNTY as the Community Transportation Coordinator (CTC) for the Lake County community, effective from July 1, 2023, until June 30, 2028; and

WHEREAS, the COUNTY provides organized transportation services for social service clients, agencies, organizations, groups, private entities, and individuals as the CTC for the Lake County community; and

WHEREAS, the PURCHASER is in need of transportation services for nutritional purposes (transportation of senior citizen clients to designated meal sites), and desires to purchase such transportation services from the COUNTY; and

WHEREAS, the PURCHASER has previously purchased transportation services from the COUNTY, beginning in 2003, and annually coordinates thousands of such nutritional trips for its senior citizen clients; and

WHEREAS, on July 11, 2023, the PURCHASER and the COUNTY entered into an agreement for the PURCHASER to purchase Transportation Services from the COUNTY through September 30, 2024 ("Agreement"); and

WHEREAS, on September 24, 2024, the PURCHASER and the COUNTY entered into a First Amendment to the Agreement to acknowledge the fictitious name of the PURCHASER and extending the term of the Agreement to June 30, 2026, without the need for annual renewals (First Amendment); and

WHEREAS, the COUNTY and the PURCHASER now desire to enter into a Second Amendment to the Agreement (Second Amendment) to extend the term of the Agreement through September 30, 2028, without the need for annual renewals and include an Addendum regarding compliance with State background check requirements; and

WHEREAS, this Second Amendment is in the best interests of the Parties and the residents of Lake County.

NOW, THEREFORE, IN CONSIDERATION OF the promises, mutual covenants, conditions, obligations and payments set forth in this Second Amendment, the Parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Second Amendment upon adoption hereof.

2. **Amendment.** The agreement dated July 11, 2023, is hereby amended as follows:

A. ***Section 5, Effective Date and Term***, is hereby replaced in its entirety as follows to extend the term of the Agreement to June 30, 2028, without the need for annual renewals:

> **Section 5. Effective Date and Term**. This Agreement will become effective upon the date the last party executes it and will terminate on June 30, 2028, unless otherwise terminated pursuant to the terms of the Agreement, or otherwise modified by Agreement of the Parties in writing as set forth in Section 10, *Modification*.

B. ***Inclusion of Attachment B, entitled "Background Screening"*** - The Agreement is hereby amended to include the Addendum attached hereto, and incorporated herein, as "Attachment B".

3. **Full Force and Effect of Other Provisions.** All provisions of the Agreement dated July 11, 2023, as amended by the First Amendment, not specifically amended herein shall remain in full force and effect.

4. **Severability.** If any provision of this Second Amendment is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Second Amendment, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Second Amendment shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Second Amendment to Agreement on the respective dates under each signature.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

_____
Gary Cooney, Clerk
Board of County Commissioners
Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 202__.

Approved as to Form and Legality:

_____
Melanie Marsh
County Attorney

PURCHASER

MID FLORIDA COMMUNITY SERVICES, INC.,
N/K/A YOU THRIVE FLORIDA

Steve Homan, Chief Operating Officer

This 18 day of February, 2026.

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of February, 2026, by Steve Homan
(print name of officer or agent)
on behalf of Mid Florida Community Services, Inc., DBA You Thrive Florida
(name of corporation/entity)
a Florida nonprofit corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Vanessa Rae Qualiana
My Commission HH 427244
Expires 11/21/2027

Vanessa Rae Qualiana
Notary Signature

Vanessa Rae Qualiana
Print Name

11/21/2027
Commission Expiration:

ADDENDUM
ATTACHMENT "B"

Addendum 001

Background Screening Compliance & Financial Responsibility

ADDENDUM TO SUBCONTRACTOR AGREEMENT between You Thrive Florida and Subcontractor ("Provider").

This Addendum, made effective as of the date of the Second Amendment to the Subcontractor Agreement, supplements the existing agreement between You Thrive Florida and the Provider. In addition to all existing terms and conditions, the Provider agrees to the following:

1. Background Screening Compliance

The Provider affirms that all personnel (including employees, volunteers, subcontractors, and other individuals performing direct services under this agreement) have successfully completed and maintain **Level II background screenings** in compliance with Chapter 435, Florida Statutes, and Department of Elder Affairs (DoEA) regulations.

The Provider shall:

- Maintain documentation of current background screening results;
- Make documentation available upon request or during monitoring visits;
- Refrain from assigning any individual with a disqualifying offense to provide services under this agreement.

2. Monitoring and Verification

You Thrive Florida reserves the right to verify background screening compliance during any scheduled or unscheduled monitoring visit or desk review.

3. Financial Responsibility for Monitoring-Related Findings

If a monitoring review conducted by You Thrive Florida, the Department of Elder Affairs (DoEA), or another authorized oversight entity identifies background screening non-compliance, the Provider shall be financially responsible only for the repayment of disallowed costs that are directly attributable to the specific monitoring findings.

Such financial responsibility shall be limited to:

- Repayment of disallowed costs directly tied to the non-compliant individual(s) or activity identified in the monitoring report.

This Addendum shall become a binding part of the agreement between the Provider and You Thrive Florida upon execution of the Second Amendment

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 12/05/2025
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 40843
BY: Sandy Beckett, Office Manager
SUBJECT: Grant Agreement with the Florida Department of Environmental Protection for the Distributed Sewer Program

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RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of a State Grant Agreement Number QG048 with the Florida Department of Environmental Protection (FDEP) related to the Lake County Septic to Sewer Conversion Program and to authorize the County Manager to execute future amendments and supplements.
2. To adopt an Unanticipated Revenue Resolution in the amount of $1,500,000 to receive grant funds from the Florida Department of Environmental Protection to assist in funding the County's septic to sewer conversion.

The fiscal impact is $1,500,000 (revenue/expenditure —grant funded).

BACKGROUND SUMMARY: The grant agreement is a new grant of $1,500,000 from the Florida Department of Environmental Protection for distributed sewer projects. The grant does not require a match. It is anticipated that this grant will allow the installation of 60 distributed wastewater treatment units.

On January 24, 2023, the Board of County Commissioners (Board) approved an Installation Agreement with Onsyte Performance, LLC; an Operations and Maintenance Service Agreement with OnSyte Performance, LLC; and a Florida Department of Environmental Protection (FDEP) Grant WG070 for Lake County Septic to Sewer Conversion.

The FDEP previously awarded the County $1,000,000 to assist in funding the County's septic to sewer conversion program. This $1,000,000 required a $1,000,000 match, which was funded with County ARPA funds.

Previous Board authorization established a program that would assist residents in converting their existing septic systems to a distributed wastewater system. In January 2022, the County issued a Request for Proposal (RSP) 22-917, for a firm to provide water quality improvement projects such as the abandonment and replacement of traditional septic systems with individual distributed wastewater treatment systems in Lake County. This action was processed in accordance with County procedures and

complies with the Board Policies. One response was received from OnSyte Performance, LLC. The response was deemed responsive, and contracts were executed for Onsyte Performance, LLC to perform the requested work.

On December 20, 2022, the Board established an Ordinance creating Article V, Chapter 21, Lake County Code, to be entitled Distributed Wastewater Treatment System Assessment Procedures, to establish a Municipal Services Taxing/Benefit Unit process to fund the installation and maintenance of distributed wastewater treatment systems.

Approximately 78 units have been installed under the County's Distributed Wastewater Treatment System program.

Fiscal Impact: $1,500,000 (revenue/expenditure - grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
FEDERAL/STATE GRANTS	1300	5056230	334350	50074	-$1,500,000
FEDERAL/STATE GRANTS	1300	5056230	860630	50074	$1,500,000

Advertised Date: Paper:

Attachments:

1.	QG048 Agreement update 3.0
2.	URR for DWTS DEP Grant QG048

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 12/05/2025
Jeffrey Earhart	Approved - 03/28/2026
David Hill	Approved - 03/30/2026
Grace Burgos	Approved - 04/02/2026
Roberto Bonilla	Approved - 04/02/2026
Rachel Bartolowits	Approved - 04/03/2026
Ron Falanga	Approved - 04/03/2026
Kandace Pourbaix	Approved - 04/03/2026
Miranda Lanoue	Approved - 04/03/2026
Jaime Stewart	Approved - 04/03/2026
Melanie Marsh	Approved - 04/03/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Lake County Septic to Distributed Sewer Program**

Agreement Number: **QG048**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Lake County**

Entity Type: **Local Government**

Grantee Address: **315 West Main Street, Tavares, Fl 32778**

FEID: **59-6000695**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **December 31, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.742, -81.8268)**

Project Description: **The Grantee will replace existing septic tanks and drain fields near impaired waters (Wekiva, Ocklawaha, Palatalkaha, and Harris TMDL/BMAP).**

5. Total Amount of Funding: **$ 1,500,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**WQIG, GAA LI 1712, FY 23-24, WPSPTF**	$ **1,500,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,500,000.00**

6. Department's Grant Manager

Name: **Benjamin Morrow** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2086**

Email: **Benjamin.Morrow@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Jeff Earhart** or successor

Address: **350 N. Sinclair Ave., P.O. Box 7800**
Tavares, FL
32778-7800

Phone: **352-253-6009**

Email: **jeff.earhart@lakecountyfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Lake County **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Leslie Campione, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Benjamin Morrow, DEP Grant Manager

_____

Kayla Brunson, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG048

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Lake County Septic to Distributed Sewer Program. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according

to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity.
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Lake County Septic to Distributed Sewer Program

PROJECT LOCATION: The Project will be within Lake County (28.7421, -81.8268); multiple locations focusing on impaired watersheds.

PROJECT BACKGROUND: This program will abandon existing septic tanks near impaired waters in multiple TMDL/BMAP areas. After being properly abandoned, the septic tanks will be replaced with Distributed Wastewater Treatment System (DWTS), which will be owned by Lake County (Grantee). A contractor will be selected to operate the system and provide billing services. A Distributed Water Treatment Unit (DWTU) will be installed at each participating location in lieu of the septic tank. The DWTUs are controlled via SCADA and operated by licensed wastewater operators.

PROJECT DESCRIPTION: The Grantee will replace existing septic tanks and drain fields near impaired waters (Wekiva, Ocklawaha, Palatalkaha, and Harris TMDL/BMAP). The DWTU upgrade will be installed at each participating location to improve nutrient removal of the septic systems. The system will be inspected approximately twice per year.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Upgrade to Distributed Wastewater System

Deliverables: The Grantee will properly abandon the septic systems and connect single family residences and/or commercial buildings to a DWTS via a DWTU. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Upgrade to Distributed Wastewater System	Contractual Services	$1,500,000	07/01/2025	12/31/2029
		Total:	$1,500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - LI 1712	$1,500,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE FEDERAL/STATE GRANT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $1,500,000 AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $1,500,000 in unanticipated revenue to be received into the Federal/State Grant Fund for fiscal year 2025-2026; and

WHEREAS, an amendment to the fiscal year 2025-2026 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Amendment of the Budget. The Federal/State Grant Fund is hereby amended to increase the total budget for Fiscal Year 2025-2026 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056230.334760.50074	FDEP GRANT	$0	$1,500,000	$1,500,000

EXPENDITURE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056230.860630.50074	IMP OTH THAN BLDGS	$684,200	$1,500,000	$2,184,200

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/12/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42807
BY: Mercedes Ibarra-Sejba, Right-of-Way Agent II
SUBJECT: Road Right of Way and Easement Deeds

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to accept public Right of Way and Easement Deeds that have been secured in conjunction with development, roadway, and stormwater projects.

The fiscal impact is $240.60 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: In order for any real estate transaction to be complete, the conveyance deeds must be delivered and accepted by the Lake County Board of County Commissioners (Board). The Public Works Department requests that the Board accept deeds that have been acquired by the Right of Way Section for the purposes noted on the attached list of Right of Way and Easement Deeds.

Total Acreage Donated:	3.972±
Estimated Total Value of Donations:	$ 488,312.00
Total Acreage Purchased:	.266±
Total Value of Purchases:	$ 143,580.00

Fiscal Impact: $240.60 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$240.60

Advertised Date: Paper:

Attachments:

1.	2026-04-14 Signed Deed Acceptance Table
2.	2026-03-11 Hurley Maps
3.	2026-03-11 Lutin maps
4.	2026-03-12 Reserve at Minneola Maps
5.	2026-03-11 Whitehall Maps
6.	2026-03-11 Novack Self Storage Maps
7.	2026-03-11 Waterstone Maps
8.	2026-03-11 Walmart Maps

9.	2026-03-11 Windy Oaks Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 03/12/2026
David Hill	Approved - 03/12/2026
Kerri Andrews	Approved - 03/12/2026
Michelle Wilkinson	Approved - 03/20/2026
Jeffrey Earhart	Approved - 03/21/2026
Grace Burgos	Approved - 03/24/2026
Roberto Bonilla	Approved - 03/24/2026
Ron Falanga	Approved - 03/25/2026
Kandace Pourbaix	Approved - 03/25/2026
Miranda Lanoue	Approved - 03/25/2026
Rachel Bartolowits	Approved - 03/25/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RIGHT OF WAY & EASEMENT DEEDS LIST
BCC AGENDA - APRIL 14, 2026

NEW DEEDS

Instrument /Grantor	City or County Project	Type of Project	BCC Approved to Closed	Road Name	Commission District	Alternate Key	ORB / PG	Donate / Purchas	Purpose	Acres ±	Est. Value
STATUTORY WARRANTY DEED											
HURLEY FAMILY PARTNERSHIP, LLLP	Lake County	Bay Road Roundabout/ Triangle Drive Improvement	12/16/2025	Triangle Drive	3	1382106	6678/952	P	Intersection Project	0.052	$50,000.00
ANDREW LUTIN	Lake County	Wekiva Trail Segment 2	10/14/2025	Sorrento Ave.	4	2522674	6680/1931	P	Trail Project	0.214	$93,580.00
SPECIAL WARRANTY DEED											
STANDARD PACIFIC OF TAMPA, A FLORIDA GENERAL PARTNERSHIP	City of Minneola	Reserve at Minneola Phase 3		Grassy Lake Road	2		4665/2462	D	Development Review	2.774	$1,200.00
PERMANENT GRADING UTILITY AND DRAINAGE EASEMENT											
WHITEHALL AT KINGS RIDGE HOMEOWNERS ASSOCIATION INC.	County Project in Clermont City Limits	Hartwood Marsh Widening Project	12/16/2025	Hartwood Marsh	2	3793468	6685/678	D	Road Project	0.038	$1,000.00

BCC APPROVED TO CLOSED DEEDS

Instrument /Grantor	City or County Project	Type of Project	BCC Approved to Closed	Road Name	Commission District	Alternate Key	ORB / PG	Donate / Purchas	Purpose	Acres ±	Est. Value
STATUTORY WARRANTY DEED											
NOVACK AND SONS, INC.	City of Eustis	Novack Self Storage	1/20/2026	CR-44	4	1213177	6683/92	D	Development Review	0.300	$43,412.00
LT LANGLEY, LLC	City of Mascotte	Waterstone Phase 2	11/4/2025	Simon Brown Road	1	3951984	6686/822	D	Development Review	0.440	$33,000.00
VSI LADY LAKE, LLC	Town of Lady Lake	Walmart Neighborhood Market	7/22/2025	CR 466	5	3957598/3963143	6693/1206	D	Development Review	0.200	$374,000.00
WARRANTY DEED											
MRP HNHB,LLC	City of Leesburg	Windy Oaks	7/22/2025	South Quarters Road	5	1296196/1295491	6694/1922	D	Development Review	0.220	$35,700.00
									Est. Total Value of Acreage Donated (assessed value)	3.972	$488,312.00
									Total Value of Acreage Purchased (appraised value)	0.266	$143,580.00

Reviewed by Mercedes Ibarra-Sejba on:

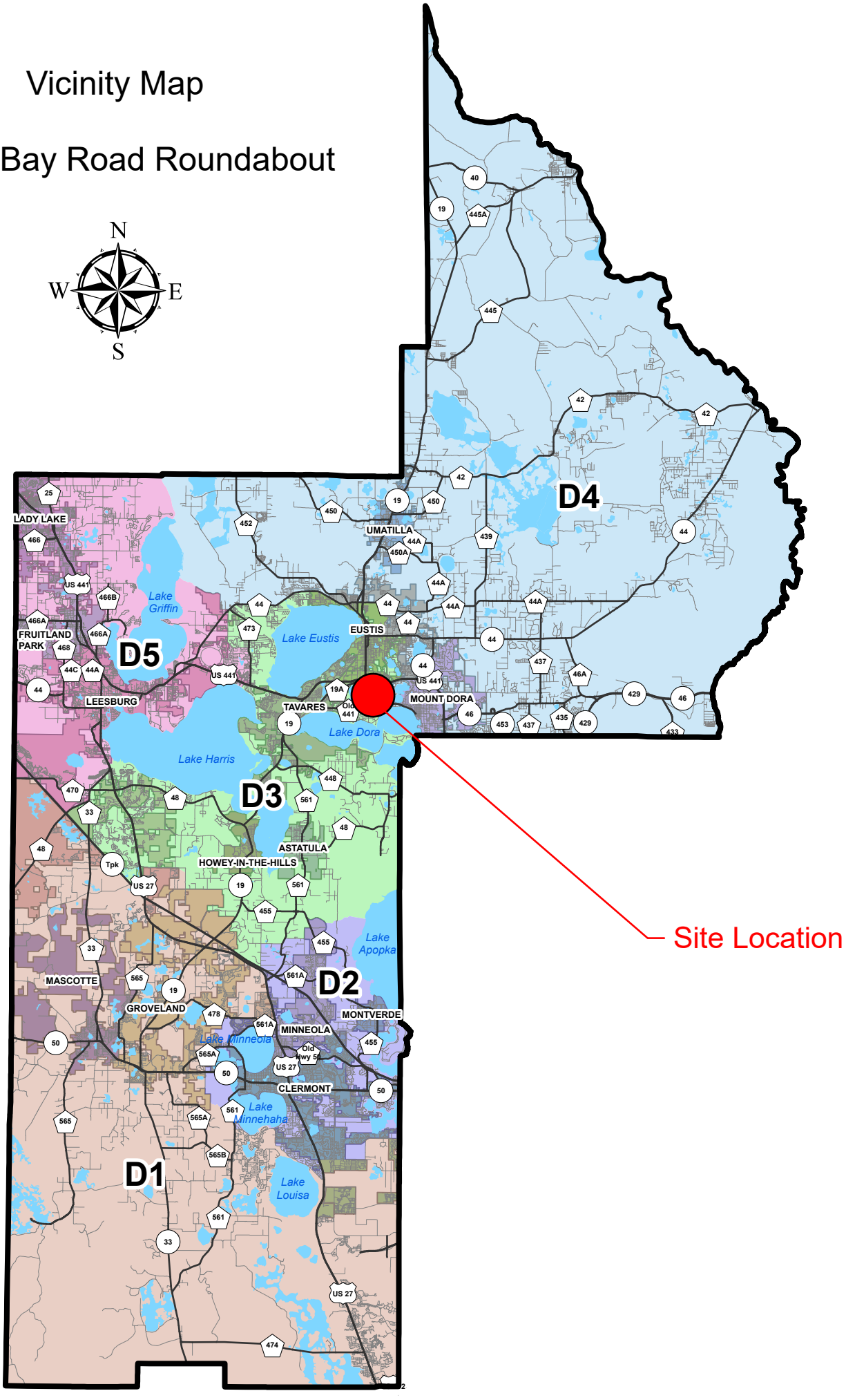
Mercedes

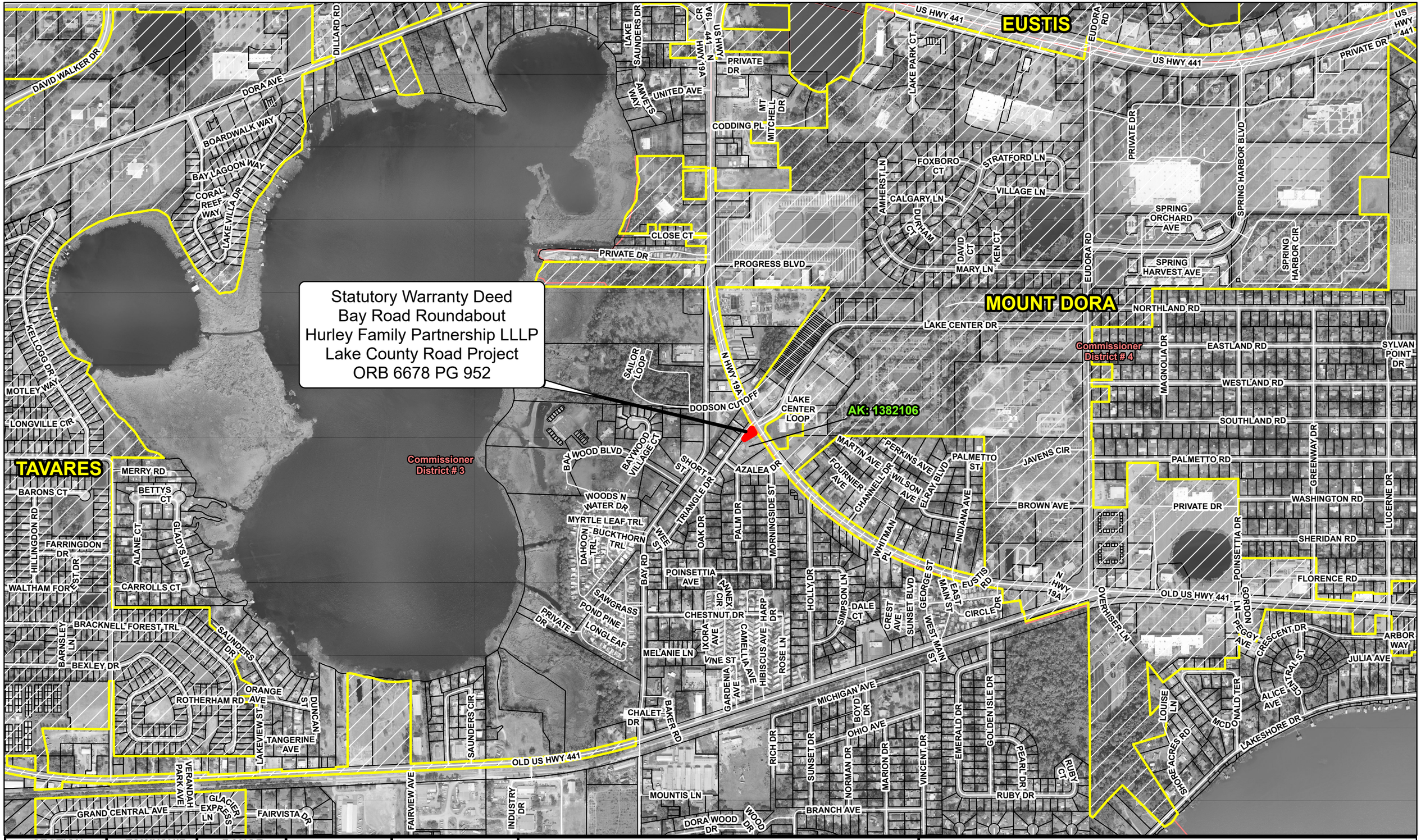
Approved by Eric White:

Eric White

Vicinity Map

Hurley Bay Road Roundabout





SECTION	TOWNSHIP	RANGE
26	19	26

Prepared by: EJW Date: 02/10/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Hurley Bay Road Roundabout
Deed Map Small Scale

(2022 Aerial)

Statutory Warranty Deed
Bay Road Roundabout
Hurley Family Partnership LLLP
Lake County Road Project
ORB 6678 PG 952

LAKE SAUNDERS CONDO DEVELOPERS LLC AK: 1409179
ORB 6349 PG 1643
ORB 879 PG 368
GOLDEN TRIANGLE VFW POST # 8087 AK: 1507995
ORB 820 PG 2461
LAKE CENTER PARK PB 63 PG 54
LAKE CENTER DR LLC AK: 2 3871917
SAILOR LOOP
ORB 6349 PG 1647
DODSON CUTOFF
BEIMS MICHAEL A & ALICIA S AK: 3815900
LAKE CENTER LOOP
ORB 810 PG 566
LAKE SAUNDERS CONDO DEVELOPERS LLC AK: 3938172
WISE FAMILY TRUST AK: 1743486
LEGACY REI FL INVESTMENT GROUP LLC AK: 1381665
1
MOUNT DORA
LAKE CENTER DR
ORB 810 PG 566
LAKE CENTER DR
PST INVESTMENTS OF FL LLC AK: 1409608
LEGACY REI FL INVESTMENT GROUP LLC AK: 1381657
2
ORB 1264 PG 261
Commissioner District # 4
LAKE CENTER DR LLC AK: 1408954
MC CULLOUGH ANTHONY AK: 1743478
BAY RD
3
HURLEY FAMILY PARTNERSHIP AK: 1381673
S26 T19 R26
ORB 1264 PG 263
NHWY 19A
Commissioner District # 3
WILT KIMBERLY Y G AND GARRETT D E CARLEY AK: 2597801
00A
4
TRIANGLE DR
TRIANGLE ACRES PB 14 PG 9
HURLEY FAMILY PARTNERSHIP AK: 1382106
001
5
SOLOMON ROBERT K AK: 1381681
6
WISE FAMILY TRUST AK: 1410380
1LR MT DORA LLC AK: 1410096
ORB 823 PG 1893
7
LAKE COUNTY BCC AK: 1381690
ORB 3905 PG 2120
MRW PROPERTIES LLC AK: 1382114
8
LAKE COUNTY BCC AK: 1381703
AZALEA DR
ORB 1264 PG 261
HUTCHESON BILLY R AK: 1381801 00E 1
AZALEA DR

SECTION	TOWNSHIP	RANGE
26	19	26

Prepared by: EJW Date: 02/10/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

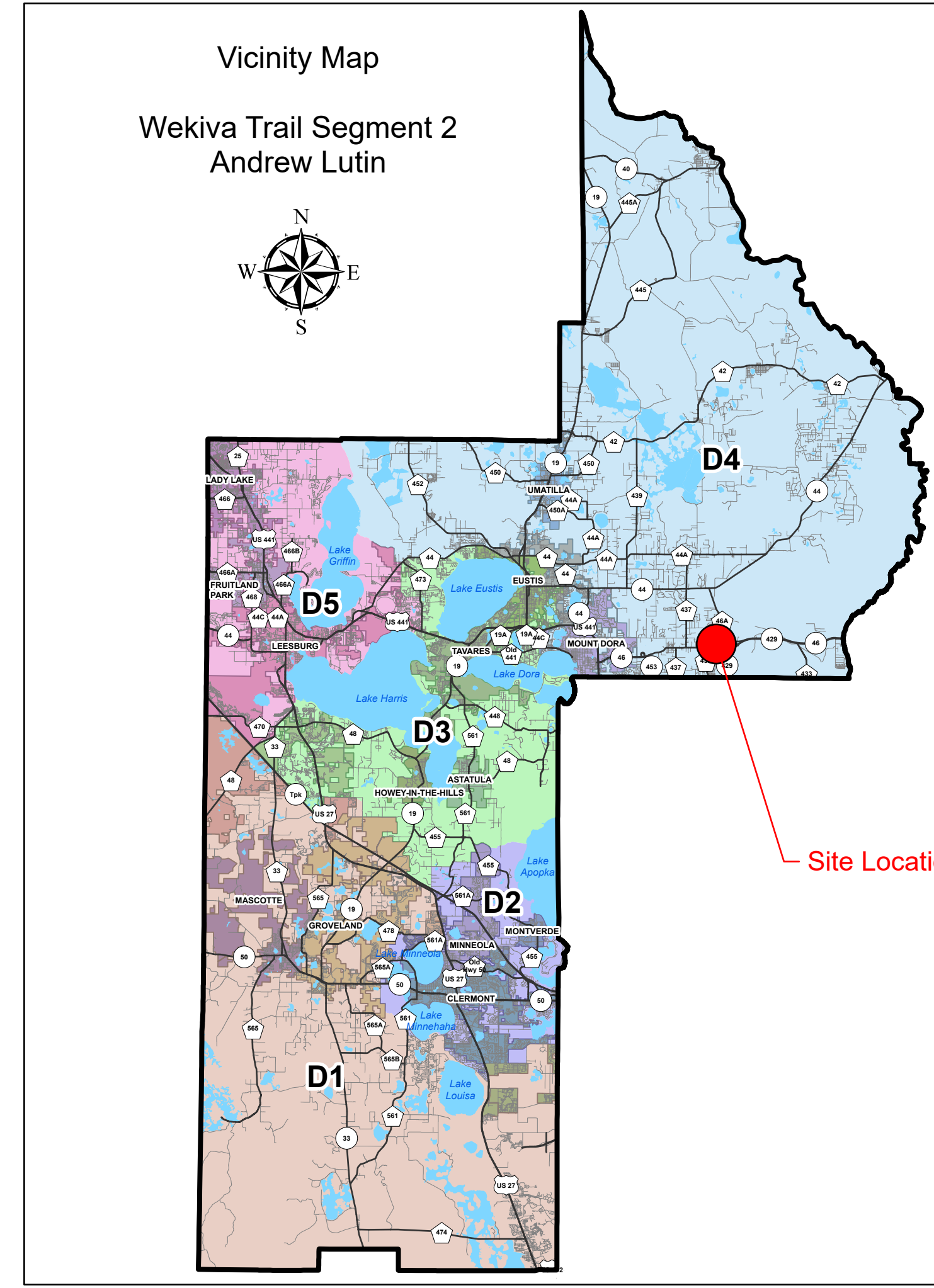
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Hurley Bay Road Roundabout Deed Map

(2022 Aerial)

Vicinity Map

Wekiva Trail Segment 2
Andrew Lutin





SECTION	TOWNSHIP	RANGE
29	19	28

Prepared by: EJW Date: 02/23/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Wekiva Trail Segment 2
Andrew Lutin - Deed Map Small Scale

(2022 Aerial)

Statutory Warranty Deed
Wekiva Trail Segment 2
Andrew Lutin
Lake County Trail Project
ORB 6680 PG 1931

HEATHROW COUNTRY ESTATE HOMES-PHASE 3 PB 65 PG 14
TR K
TR C
REDTAIL COMMUNITY ASSN INC AK: 3900945
REDTAIL COMMUNITY ASSN INC AK: 3900952
REDTAIL COMMUNITY ASSN INC AK: 3900951
TR J
PREVIOUSLY VACATED Official Record Book 5978 PG 1121
ELIMWOOD ORLANDO GOLF RESORT LLC AK: 3902054
ORB 4425 PG 53
LAKE COUNTY BCC AK: 3949362
RED TAIL BLVD
LAKE COUNTY AK: 3900954
TR M
ORB 6010 PG 2238
LAKE COUNTY AK: 3900956
TR O
ORB 6010 PG 2238
ORB 328 PG 517
HEATHROW COUNTRY ESTATE HOMES-PHASE 3 PB 65 PG 14
TR L
PREVIOUSLY VACATED Official Record Book 825 PG 2064
REDTAIL COMMUNITY ASSN INC AK: 3900953
LUTIN ANDREW AK: 2522674
78
77
76
75
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73
72
71
70
69
68
67
66
65
64
Commissioner District # 4
MOUNT PLYMOUTH PB 8 PG 85
S29 T19 R28
DOTTO MICHELLE A & AK: 1361087
SORRENTO P1 LLC AK: 2600322
PREVIOUSLY VACATED Official Record Book 825 PG 2064
ORB 328 PG 517
SORRENTO AVE
STOOTHOFF ELIZABETH K AK: 3897164
OHANA REVOCABLE TRUST AK: 1361192
LESZKO RAFAL AK: 2502673
HYZER CONSTRUCTION LLC AK: 3958234
HYZER CONSTRUCTION LLC AK: 1361001
ORB 287 PG 65
PREVIOUSLY VACATED Official Record Book 698 PG 1980
HYZER CONSTRUCTION LLC AK: 3958235
FLORIDA 735 LLC AK: 1361010
ELKRIDGE DR

SECTION	TOWNSHIP	RANGE
29	19	28

Prepared by: EJW Date: 02/23/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

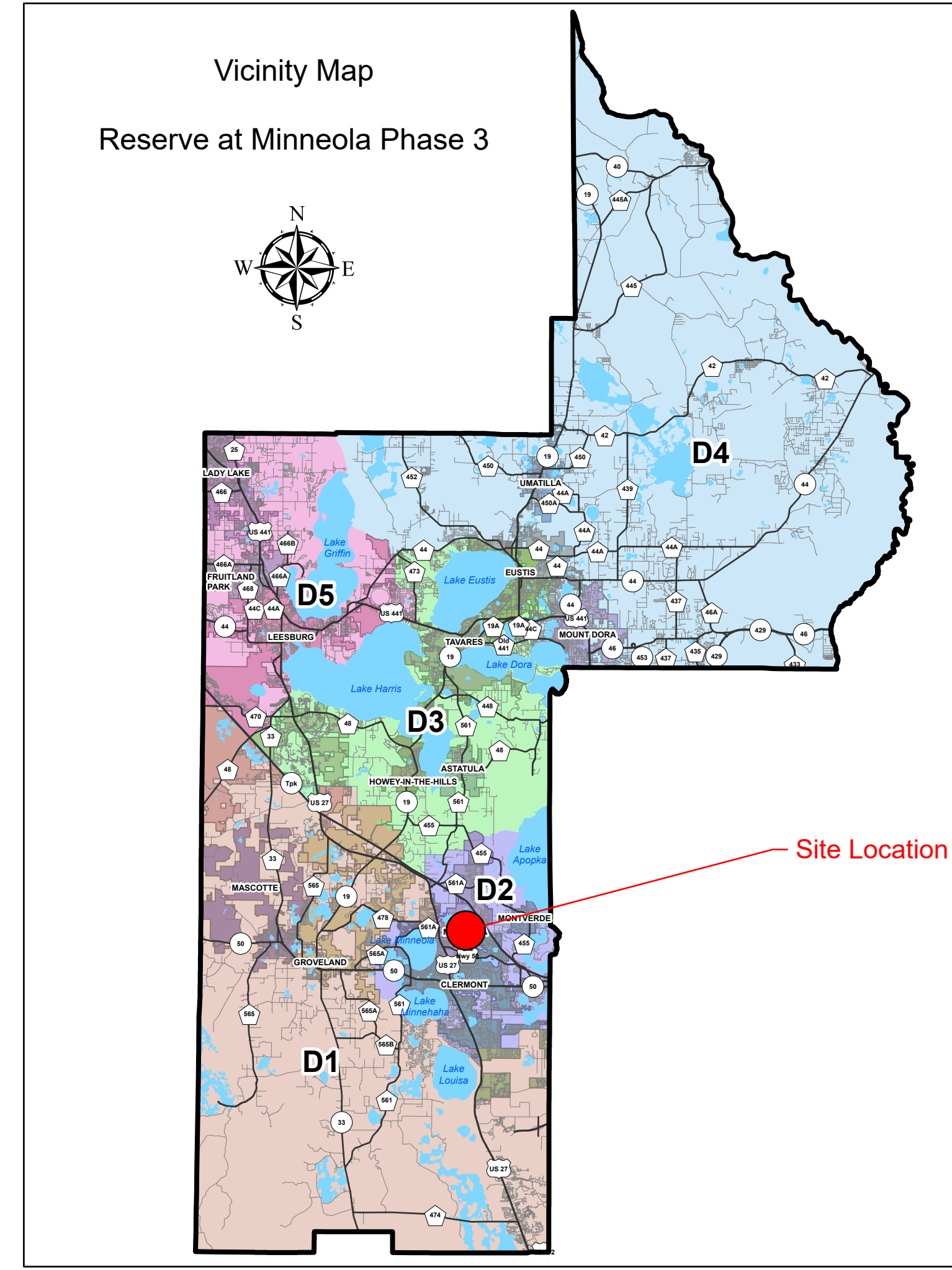
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

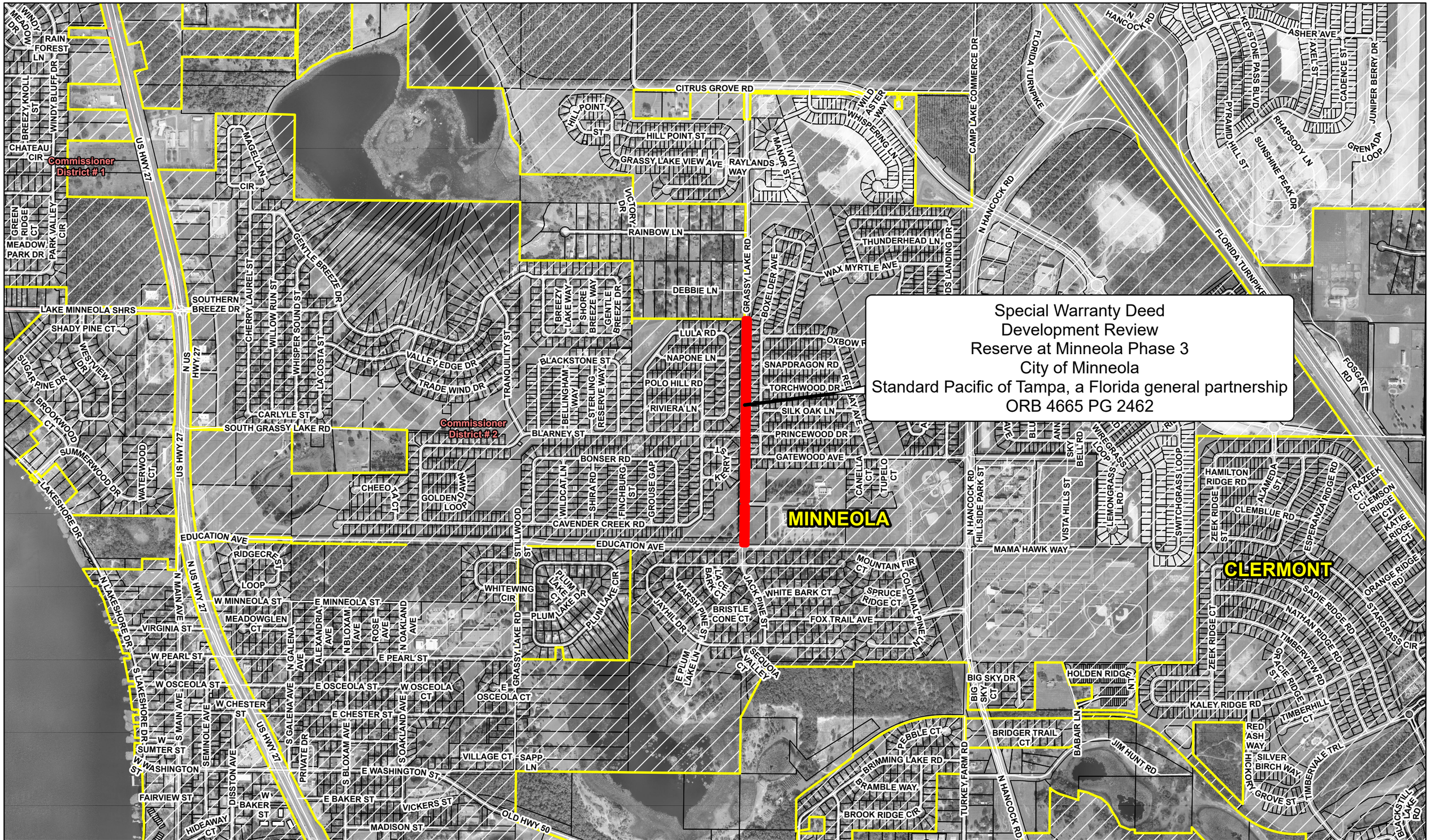
Wekiva Trail Segment 2
Andrew Lutin - Deed Map

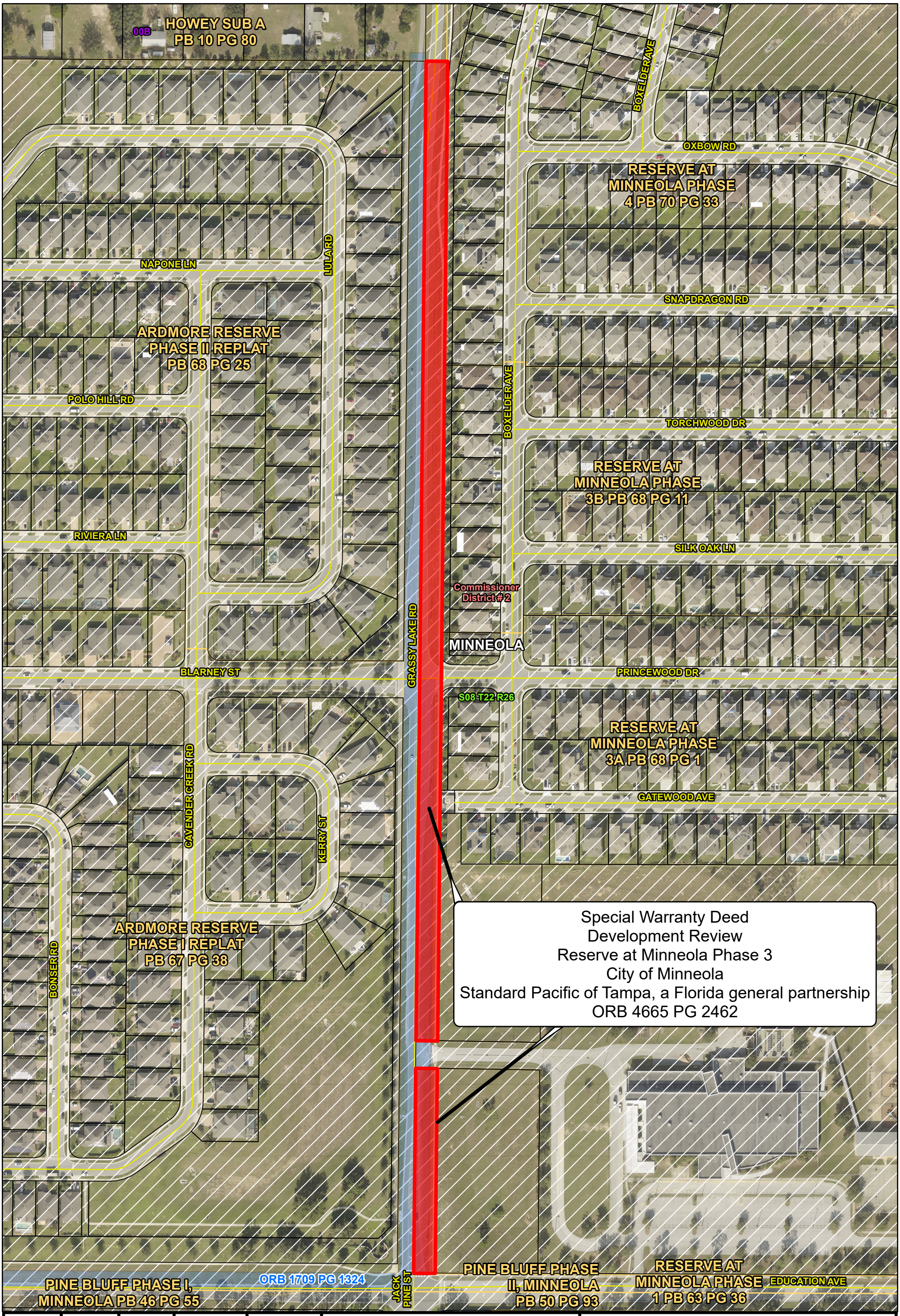
(2022 Aerial)

Vicinity Map

Reserve at Minneola Phase 3




Special Warranty Deed
Development Review
Reserve at Minneola Phase 3
City of Minneola
Standard Pacific of Tampa, a Florida general partnership
ORB 4665 PG 2462
Commissioner District # 1
Commissioner District # 2
MINNEOLA
CLERMONT
CITRUS GROVE RD
HILL POINT ST
GRASSY LAKE VIEW AVE
RAYLANDS WAY
RAINBOW LN
DEBBIE LN
GRASSY LAKE RD
CAMP LAKE COMMERCE DR
FLORIDA TURNPIKE
N HANCOCK RD
THUNDERHEAD LN
WAX MYRTLE AVE
LULA RD
NAPONE LN
POLO HILL RD
RIVIERA LN
SNAPDRAGON RD
TORCHWOOD DR
SILK OAK LN
PRINCEWOOD DR
GATEWOOD AVE
BLARNEY ST
BLACKSTONE ST
VALLEY EDGE DR
TRADE WIND DR
TRANQUILITY ST
GENTLE BREEZE DR
SOUTHERN BREEZE DR
LAKE MINNEOLA SHRS
SHADY PINE CT
SUGAR PINE DR
BROOKWOOD CT
SUMMERWOOD DR
WATERWOOD CT
LAKESHORE DR
CARLYLE ST
SOUTH GRASSY LAKE RD
CHEEO CT
GOLDEN WAVE LOOP
BONSER RD
CAVENDER CREEK RD
WILDCAT LN
SHIRA RD
FINCHBURG ST
GROUSE GAP
CANELLA CT
TUPELO CT
EDUCATION AVE
RIDGECREST LOOP
WHITEWING CIR
PLUM LAKE CT
PLUM LAKE DR
PLUM LAKE CIR
MOUNTAIN FIR CT
WHITE BARK CT
SPRUCE RIDGE CT
BRISTLE CONE CT
FOX TRAIL AVE
JACK PINE ST
MARSH PINE ST
JAYHIL DR
LACEBARK CT
COLONIAL PINE LN
E PLUM LAKE LN
SEQUOIA VALLEY CT
MAMA HAWK WAY
BIG SKY DR
BIG SKY CT
BRIDGER TRAIL CT
PEBBLE CT
BRIMMING LAKE RD
BRAMBLE WAY
BROOK RIDGE CIR
TURKEY FARM RD
BABAIR LN
JIM HUNT RD
KALEY RIDGE RD
TIMBERHILL CT
RED ASH WAY
SILVER BIRCH WAY
HICKORY GROVE ST
TIMBERVALE TRL
BLACKSTILL LAKE RD
HOLDEN RIDGE CT
HAMILTON RIDGE RD
ZEEK RIDGE ST
ZEEK RIDGE CT
CLEMBLUE RD
ALAMEDA ST
ESPERANZA RIDGE RD
FRAZEEK CT
CLEMSON RIDGE CT
KATIE RIDGE CT
ORANGE RIDGE RD
SADIE RIDGE RD
NATHAN RIDGE RD
TIMBERVIEW RD
STARGRASS CIR
36 ACRE ST
VISTA HILLS ST
SWITCHGRASS LOOP
LEMONGRASS LOOP
WIREGRASS LOOP
BELL RD
SKY
KEYSTONE PASS BLVD
PYRAMID HILL ST
SUNSHINE PEAK DR
RHAPSODY LN
GRENADA LOOP
ASHER AVE
CADENCE ST
JUNIPER BERRY DR
FOSGATE RD
OXBOW R
REINBOW AVE
US HWY 27
N US HWY 27
US HWY 27
N US HWY 27
MAGELLAN CIR
CHATEAU CIR
BREEZY KNOLL ST
WINDY BLUFF DR
RAIN FOREST LN
WINDY MEADOW DR
GREEN RIDGE CT
PARK VALLEY CIR
MEADOW PARK DR
CHERRY LAUREL ST
WILLOW RUN ST
WHISPER SOUND ST
LA COSTA ST
WESTVIEW DR
N MAIN AVE
W MINNEOLA ST
E MINNEOLA ST
MEADOWGLEN CT
VIRGINIA ST
W PEARL ST
E PEARL ST
W OSCEOLA ST
E OSCEOLA ST
W OSCEOLA CT
E OSCEOLA CT
W CHESTER ST
E CHESTER ST
W SUMTER ST
W WASHINGTON ST
E WASHINGTON ST
FAIRVIEW ST
W BAKER ST
E BAKER ST
MADISON ST
VILLAGE CT
SAPP LN
VICKERS ST
OLD HWY 50
HIDEAWAY CT
DISTON AVE
SEMINOLE AVE
PRIVATE DR
S GALENA AVE
N GALENA AVE
ALEXANDRIA AVE
N BLOXAM AVE
S BLOXAM AVE
ROSE AVE
N OAKLAND AVE
S OAKLAND AVE
GRASSY LAKE RD
SECTION 08
TOWNSHIP 22
RANGE 26
Prepared by: EJW
Date: 03/12/2026
N
W
E
S
Scale: Not to Scale
Paper Size (to scale): 17 x 11
LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.
Reserve at Minneola Phase 3
Deed Map Small Scale
(2022 Aerial)



SECTION	TOWNSHIP	RANGE
08	22	26

PREPARED BY: EJW

DATE: 03/12/2026

N W E S

PRINT DATA	
SCALE	NTS
PAPER SIZE (TO SCALE)	11 x 17
LAYOUT	

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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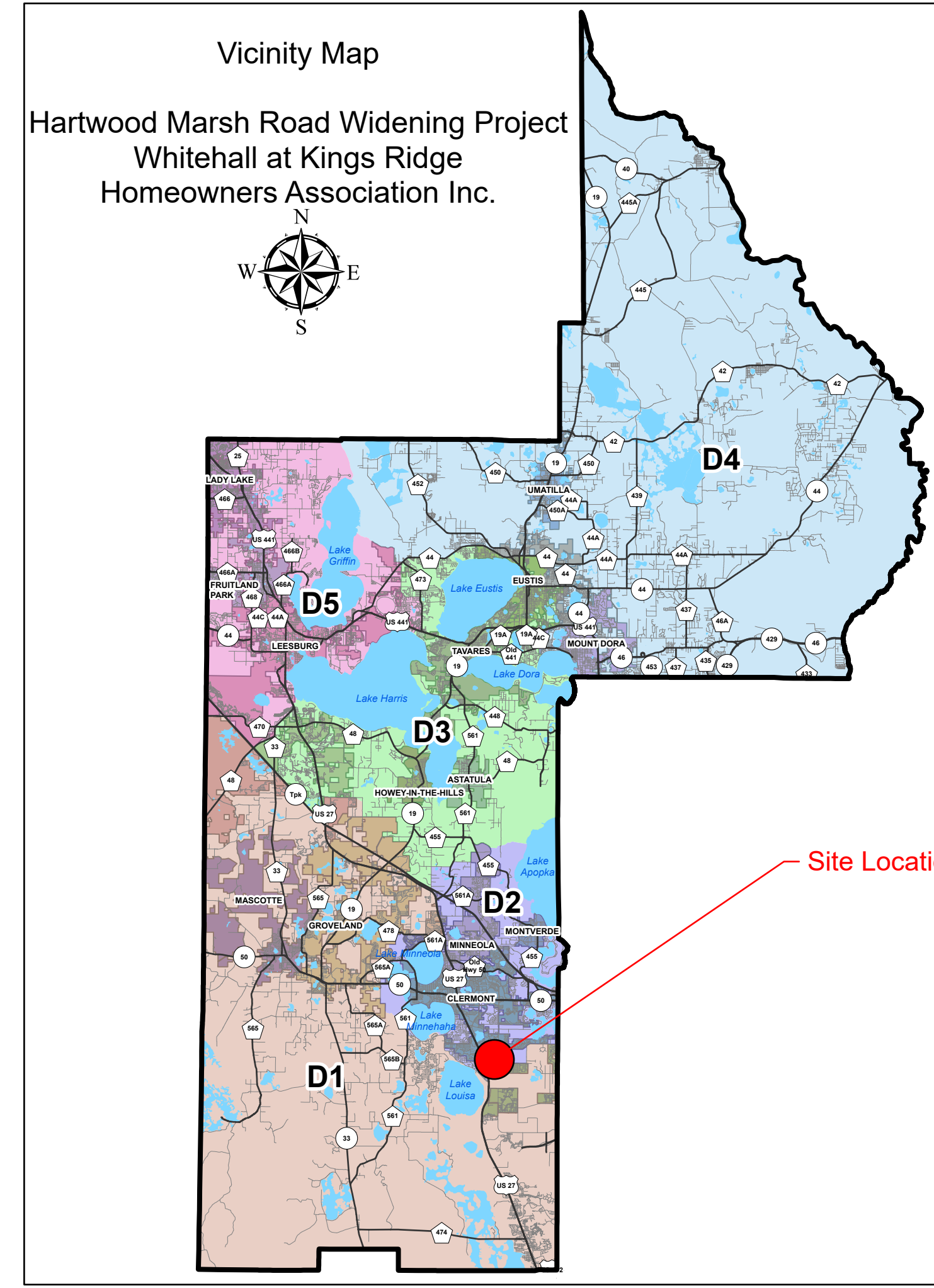
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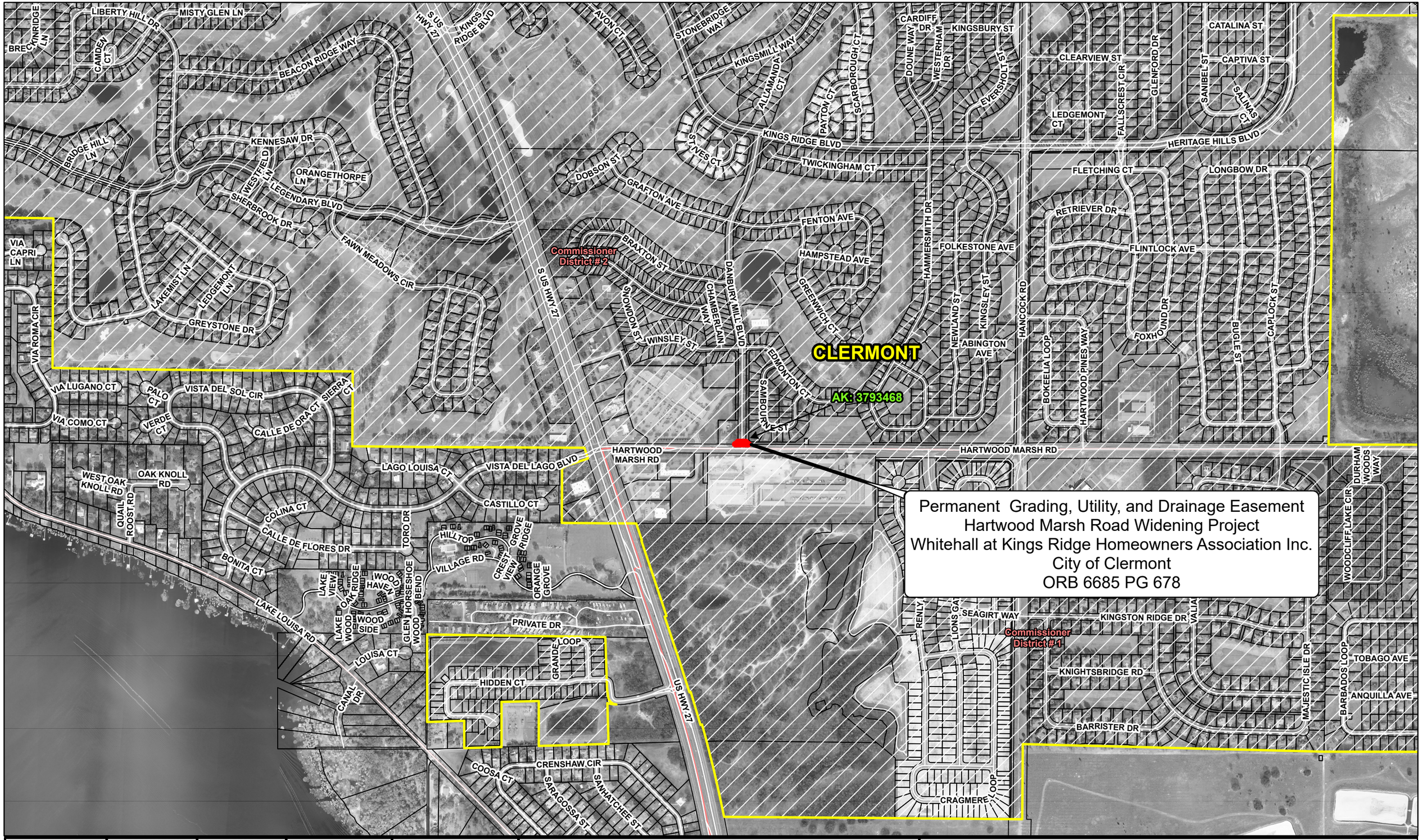
Reserve at Minneola Phase 3 Deed Map

(2022 Aerial)

Vicinity Map

Hartwood Marsh Road Widening Project
Whitehall at Kings Ridge
Homeowners Association Inc.





SECTION	TOWNSHIP	RANGE
09	23	26

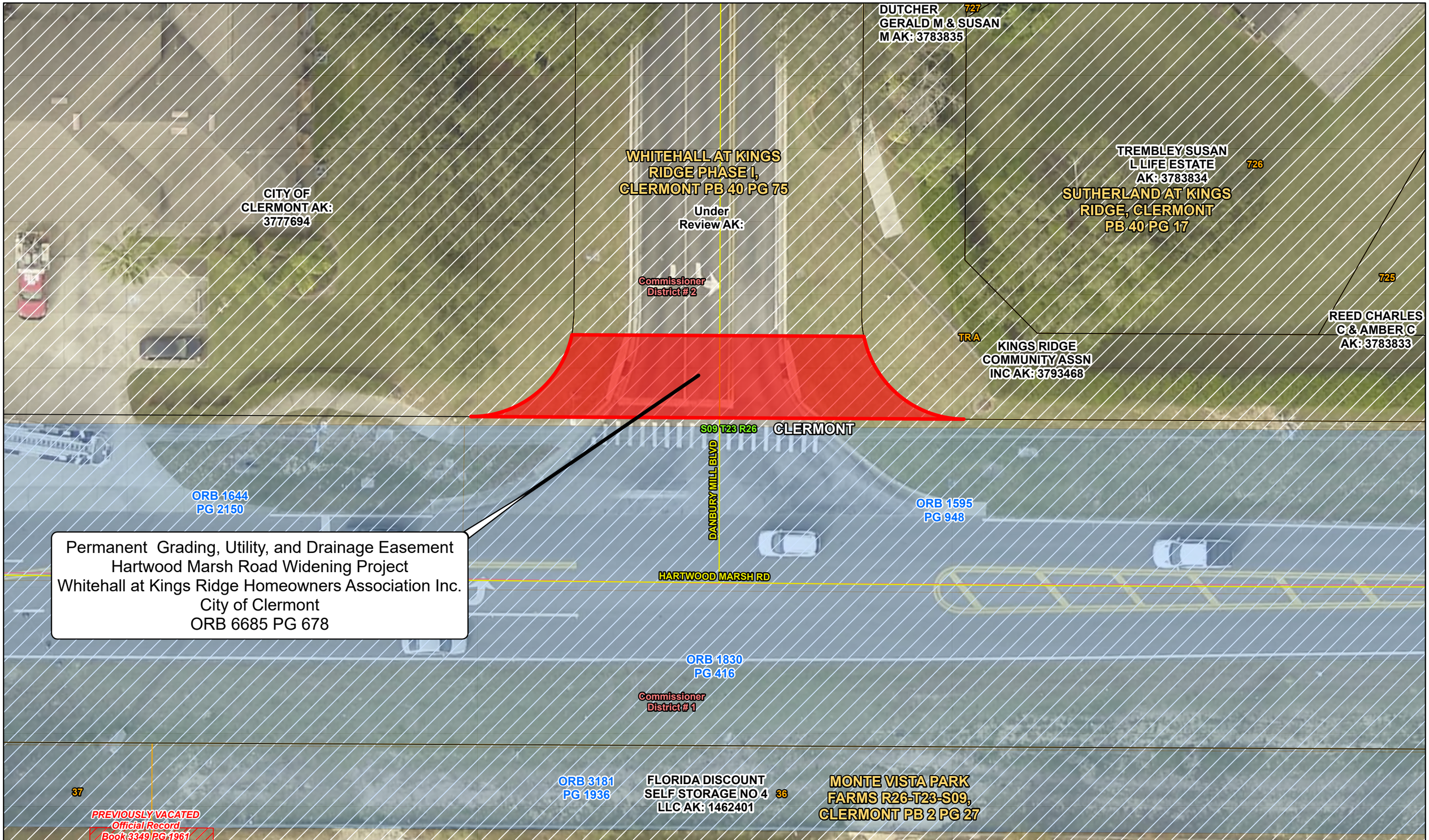
Prepared by: EJW Date: 02/23/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION
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Hartwood Marsh Road Widening Project
Whitehall at Kings Ridge HOA - Deed Map Small Scale
(2022 Aerial)



SECTION	TOWNSHIP	RANGE
09	23	26

Prepared by: EJW Date: 02/23/2026

N W E S

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Paper Size (to scale): 17 x 11

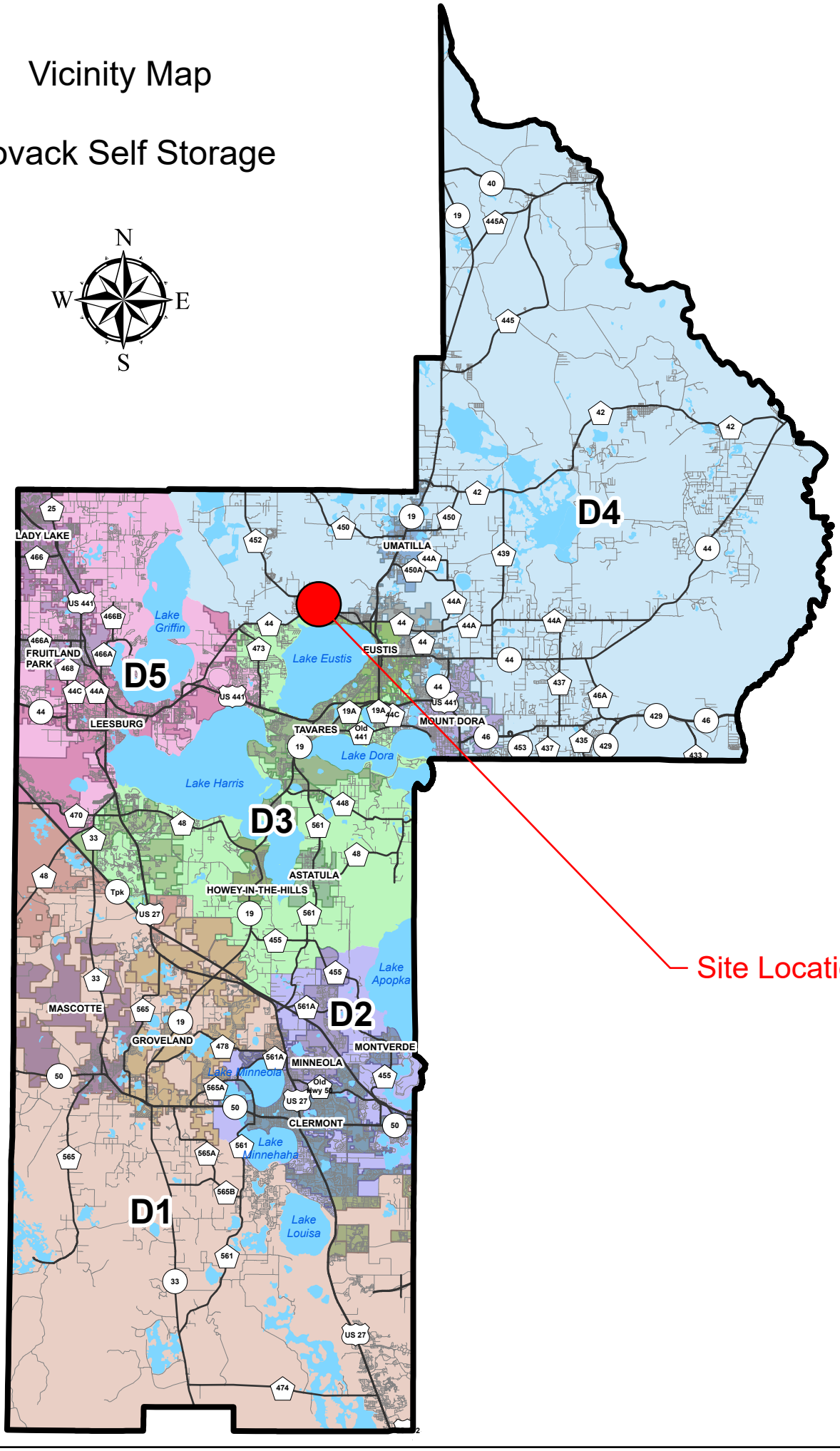
LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

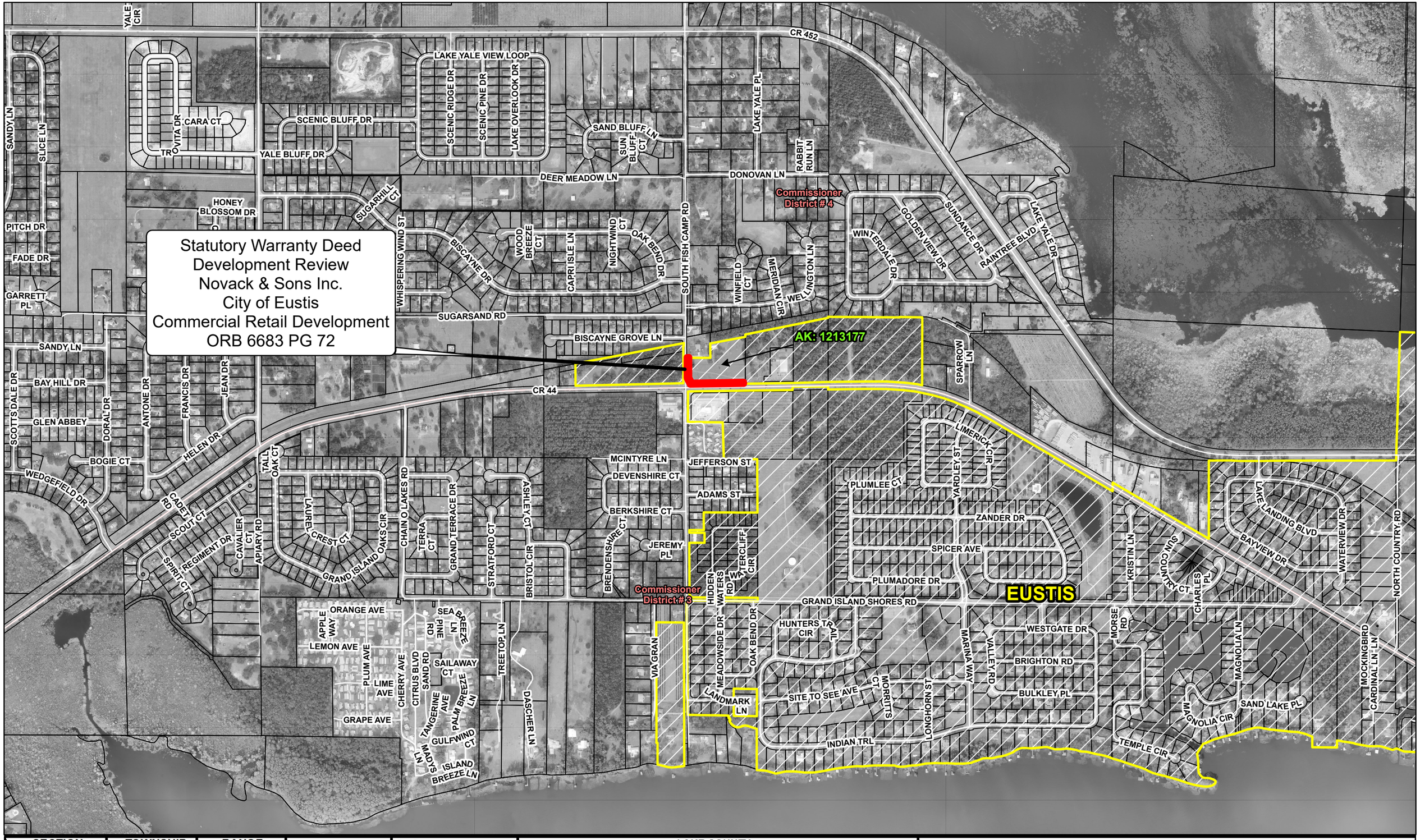
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Hartwood Marsh Road Widening Project
Whitehall at Kings Ridge HOA - Deed Map (2022 Aerial)

Vicinity Map

Novack Self Storage





SECTION	TOWNSHIP	RANGE
32	18	26

Prepared by: EJW Date: 02/18/2026

Scale: Not to Scale

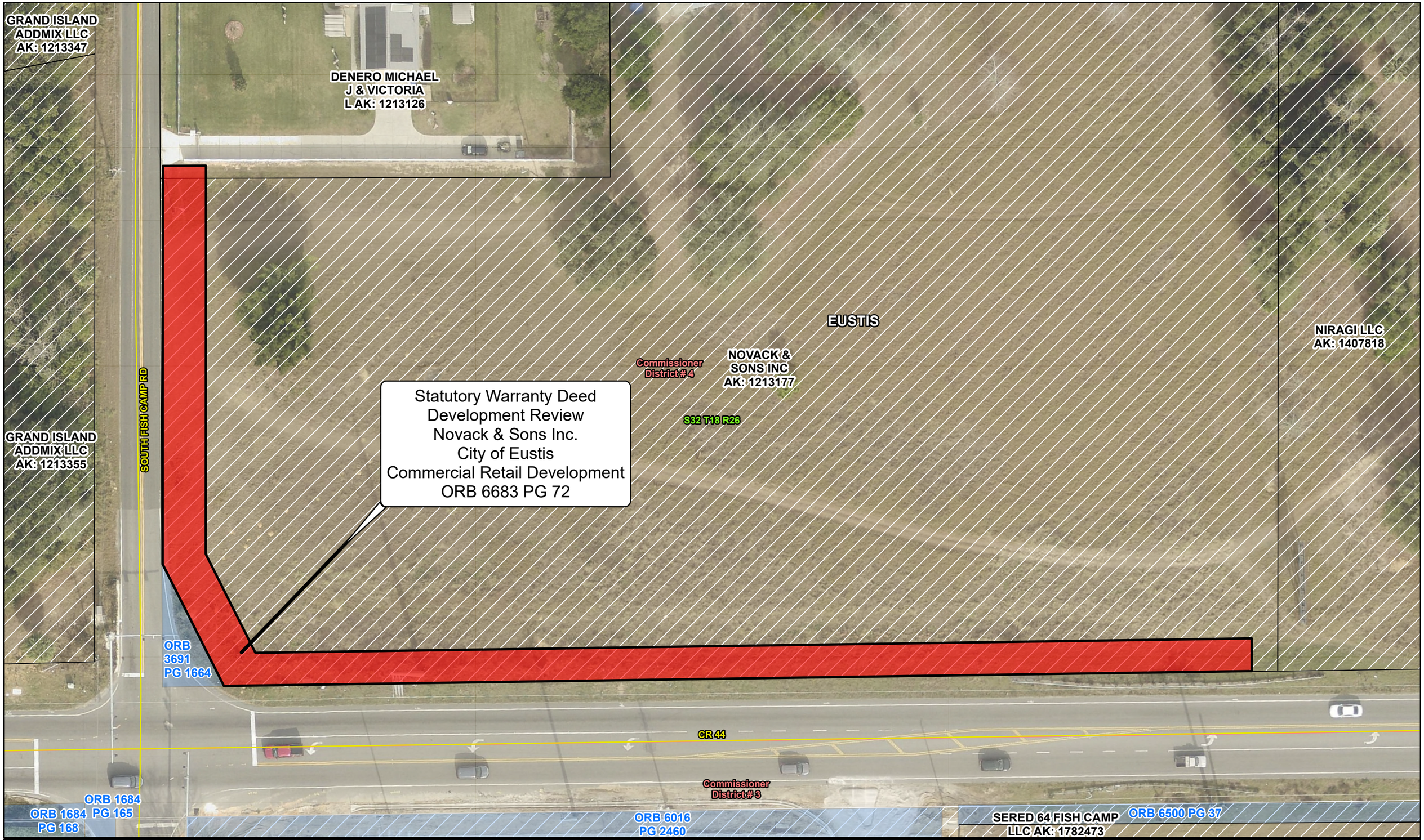
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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Novack Self Storage
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
32	18	26

Prepared by: EJW Date: 02/18/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

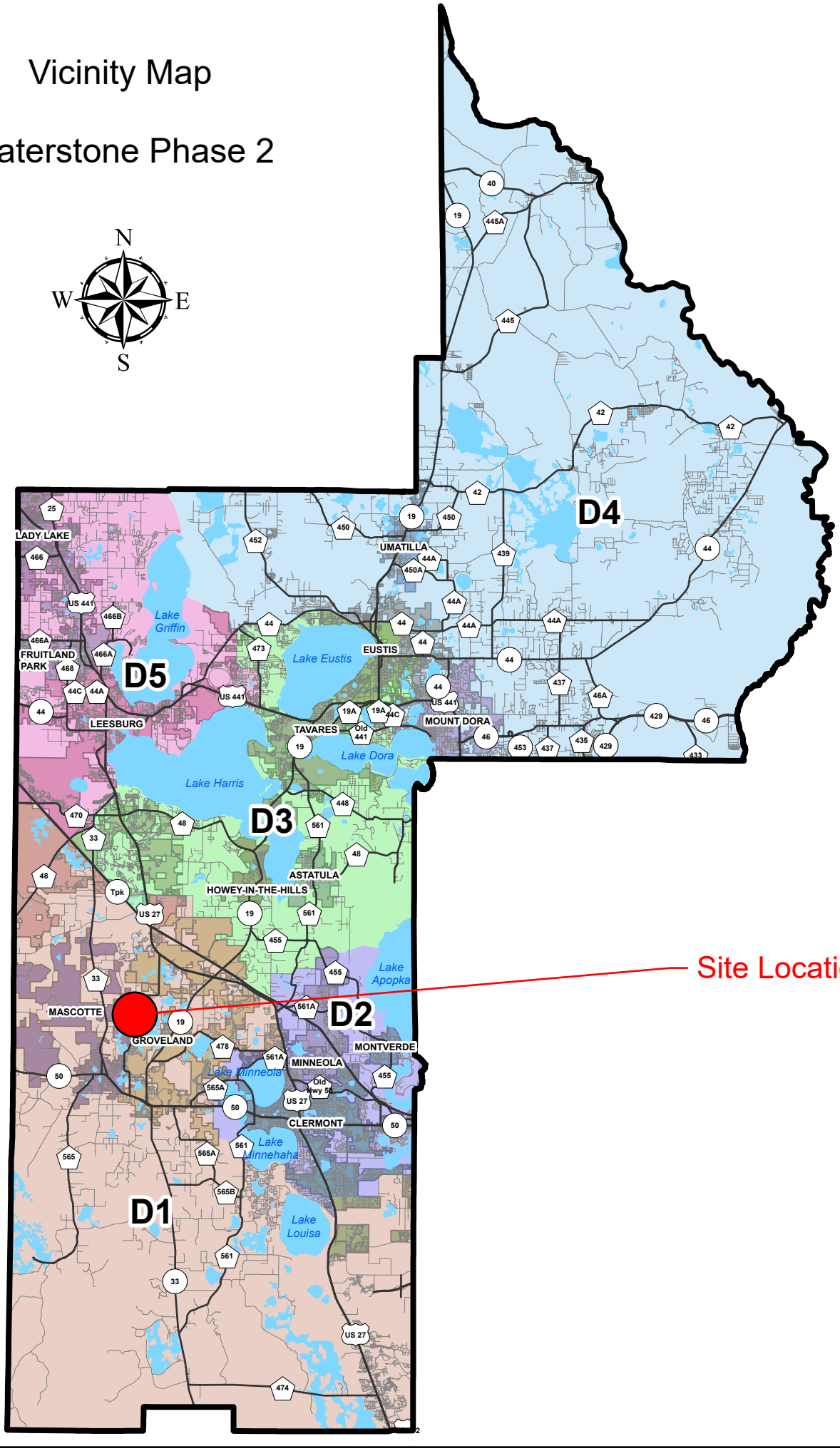
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Novack Self Storage Deed Map

(2022 Aerial)

Vicinity Map

Waterstone Phase 2



Statutory Warranty Deed
Development Review
City of Mascotte
LT Langley, LLC
Waterstone Phase 2
ORB 6686 PG 822

Commissioner District #1

AK: 3951984

MASCOTTE

GROVELAND

SECTION	TOWNSHIP	RANGE
01	22	24

Prepared by: EJW Date: 03/03/2026

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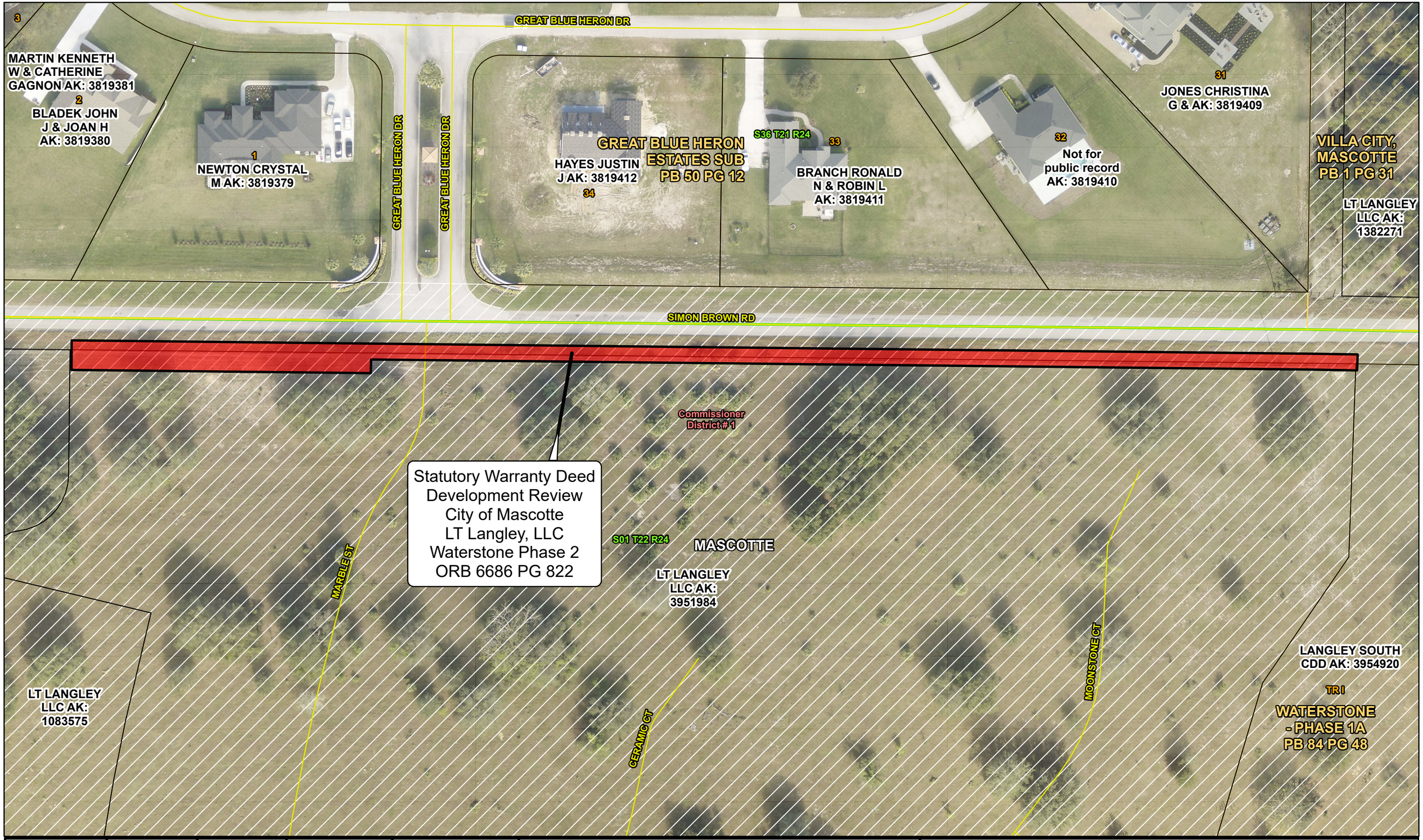
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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Waterstone Phase 2
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
01	22	24

Prepared by: EJW Date: 03/03/2026

N W E S

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Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

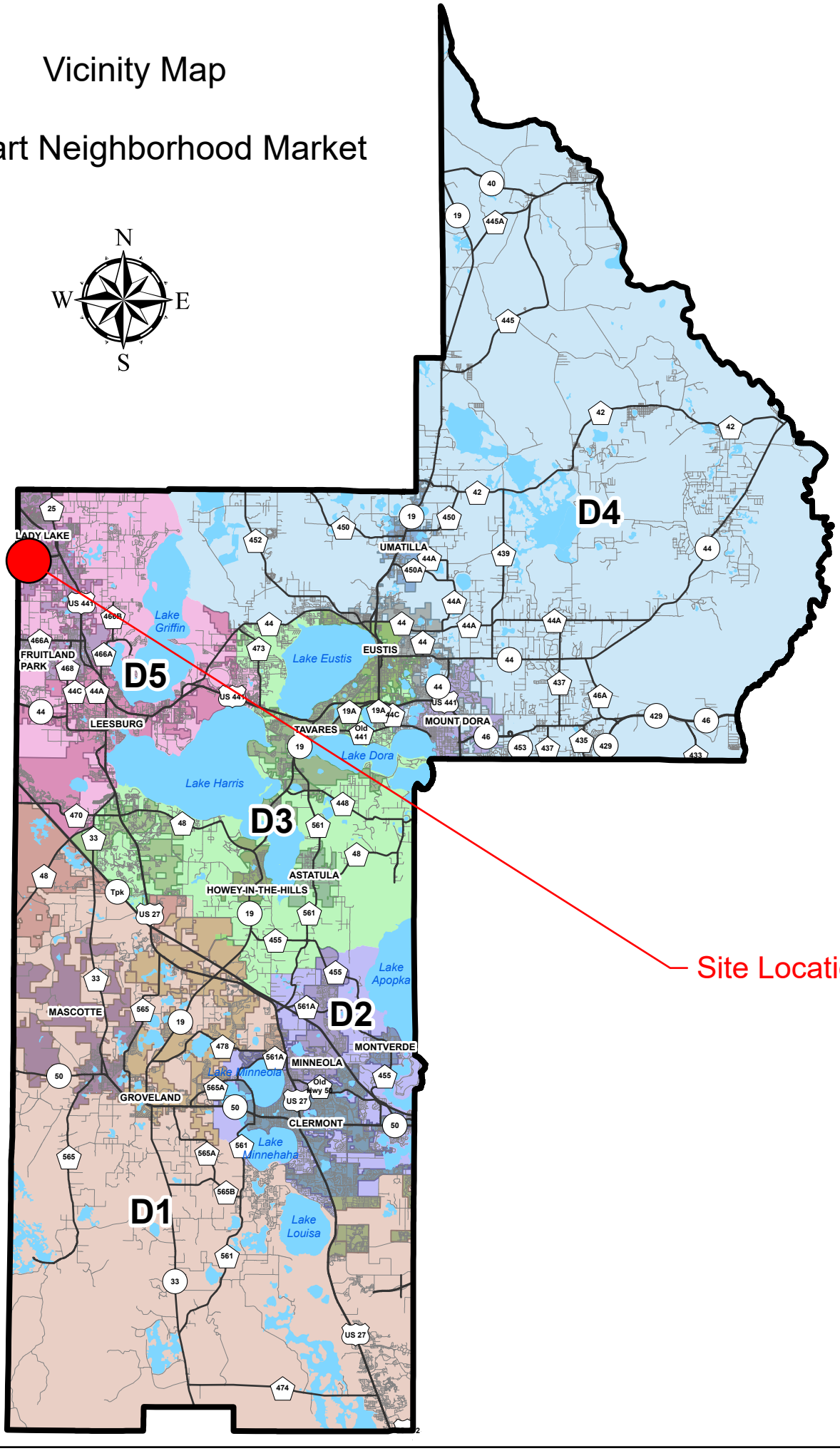
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Waterstone Phase 2 Deed Map

(2022 Aerial)

Vicinity Map

Walmart Neighborhood Market



Statutory Warranty Deed
Development Review
VSI Lady Lake, LLC
Town of Lady Lake
ORB 6693 PG 1206

AK: 3963143

AK: 3957598

Commissioner District # 5

SECTION	TOWNSHIP	RANGE
19	18	24

Prepared by: EJW Date: 03/09/2026

Scale: Not to Scale

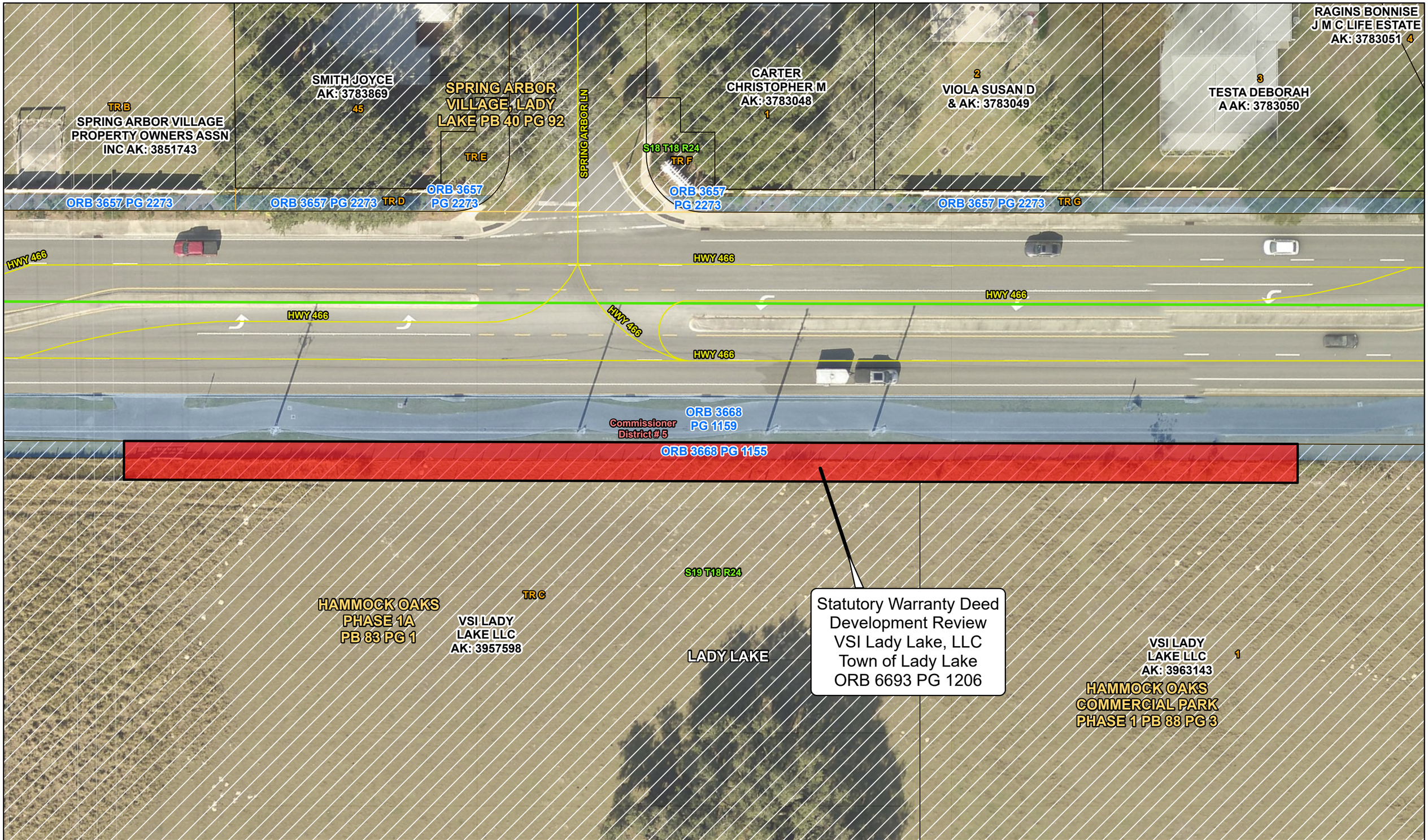
Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Walmart Neighborhood Market
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
19	18	24

Prepared by: EJW Date: 03/09/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

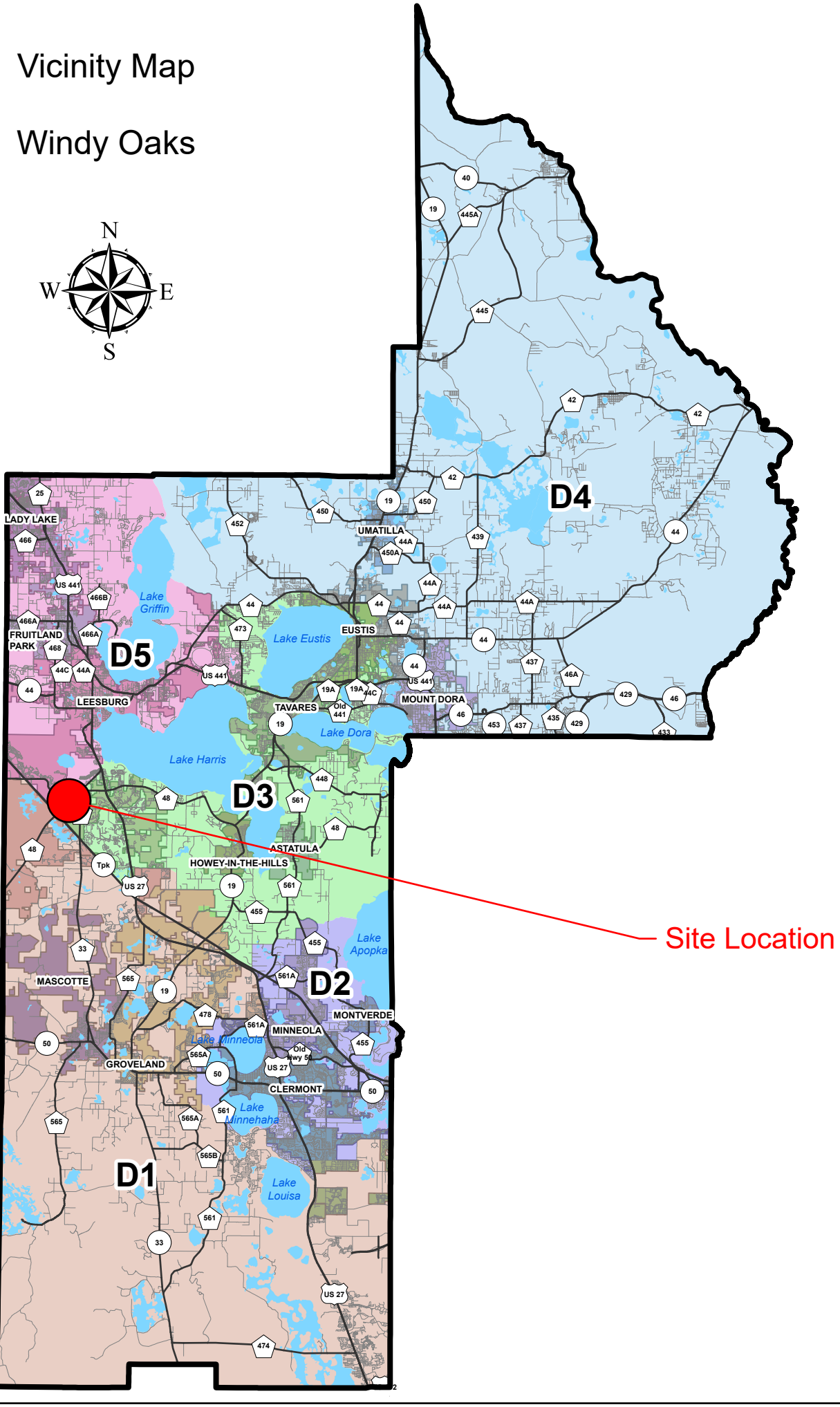
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Walmart Neighborhood Market Deed Map

(2022 Aerial)

Vicinity Map

Windy Oaks



Warranty Deed
Development Review
MRP HNHB, LLC
City of Leesburg
Single Family Residential Development
ORB 6694 PG 1922

AK: 1295491

AK: 1296196

LEESBURG

Commissioner District # 5

Commissioner District # 1

Commissioner District # 3

RIVER OAKS CIR
ROSEMONT LOOP
FAR HILLS LOOP
ALYSHA AVE
CHERRY CREEK WAY
LAKE DENHAM DR
MADDI TRL
DEEN PL
LAMINGTON LN
VERLANDER ST
LANDS END LN
CHANDLER DR
CLOWICK TRL
ZEEK PL
KUENHER CT
FORTNER ST
HILLARD LN
KEVIN PL
JOSEPH WAY
HEMSTEAD RD
DEBBIE RD
BUGG SPRING RD
VIRGIL HAWKINS CIR
NORTH QUARTERS RD
SOUTH PELICAN ISLE DR
CR 470
CR 48
BAY AVE
WALNUT AVE
PALMETTO AVE
LEMON AVE
MAGNOLIA AVE
MAIN AVE
FOURTH ST
SOUTH QUARTERS RD
CATHERINE ST
HAYWOOD WORM FARM RD
HERITAGE TRL
ROANOKE DR
ROGERS INDUSTRIAL PARK RD
COMMERCE POND CT
CR 33
MACALLAN BREEZE WAY
WINDY CHESTNUT DR
WILLOW BREEZE CIR
CAMERONS RUN
WINCHESTER CT
ANTIETAM CREEK TRL
WHITE PLAINS WAY
BEDFORD WAY
WAVERLY CT
BULL RUN
POPLAR GROVE CT
AUGUSTA SPRINGS CIR
ARLINGTON RIDGE BLVD
MANASSAS DR
RICHMOND XING
JAMES RIVER CIR
RIVER BEND DR
BENT CREEK LN
FLORIDA TURNPIKE
NORTHWIND RD

SECTION	TOWNSHIP	RANGE
15, 22	20	24

Prepared by: EJW Date: 03/09/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Windy Oaks
Deed Map Small Scale

(2022 Aerial)

WATSON DANNY J & GWENDOLYN E AK: 1294975

ORB 916 PG 2479

ORB 905 PG 2186

ASPINWALL PHYLLIS A AK: 1295009

WINDY CHESTNUT DR

S15 T20 R24

MRP HNHB LLC AK: 1295491

WINDY OAKS LLC AK: 3944661

Warranty Deed
Development Review
MRP HNHB, LLC
City of Leesburg
Single Family Residential Development
ORB 6694 PG 1922

ORB 915 PG 703

MACALLAN BREEZE WAY

MACALLAN BREEZE WAY

Commissioner District # 5

LEESBURG

SOUTH QUARTERS RD

PREVIOUSLY VACATED Deed Book 171 PG 212

MRP HNHB LLC AK: 1296196

WILLOW BREEZE CIR

S22 T20 R24

WINDY OAKS LLC AK: 1069564

ORB 171 PG 212

CR 48

Commissioner District # 3

GIBBS TERRI ESTATE AK: 1504961

PREVIOUSLY VACATED Deed Book 171 PG 212

SECTION	TOWNSHIP	RANGE
15, 22	20	24

PREPARED BY: EJW

DATE: 03/09/2026

N W E S

PRINT DATA

SCALE: NTS

PAPER SIZE (TO SCALE): 11 x 17

LAYOUT:

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY

FILE PATH:

TITLE AND LEGEND

Windy Oaks Deed Map

(2022 Aerial)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Facilities Management

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42882

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/01/2026

MEETING DATE: 4/14/2026

ITEM TYPE: Consent Item

TO: Jennifer Barker, County Manager

THRU: Angela Harrold, Office of Parks & Water Resources Operations Director

ITEM ID: 42880

BY: Bill Ponko, Senior Procurement Agent

SUBJECT: Supervisor of Elections Commercial Tenant Improvements

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-903 with Qualis General Contracting, LLC (Tampa, FL) for the Supervisor of Elections Building Commercial Tenant Improvements;
2. Of a budget transfer in the amount of $871,991 from Buildings to Leasehold Improvements;
3. Of a budget transfer in the amount of $87,149 from Repair and Maintenance to Leasehold Improvements; and
4. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $3,119,387 (expenditure — $2,835,807 plus $283,580 for contingency purposes). Commission District 3.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Invitation to Bid (ITB) 26-903 for the one-time purchase of all labor, materials, equipment, supervision, permits, inspections, and all other incidentals to complete all work in accordance with the solicitation requirements for turn-key building tenant improvements as described in the Supervisor of Elections Building Construction Drawings, prepared by Forefront Architecture and Engineering, LLC.

Seven submissions were received. Staff recommends award to the overall lowest price responsive and responsible vendor, Qualis General Contracting, LLC.

Fiscal Impact: $3,119,387 (expenditure — $2,835,807 plus $283,580 contingency)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund - SOE	0010	7074100	860625		$3,032,238.00

General Fund - FAC	0010	0819100	860625		$87,149.00

Advertised Date: Paper:

Attachments:

1.	Price Tabulation 26-903
2.	Award Recommendation 26-903
3.	BUA1 for Agenda Item 42880
4.	BUA2 for Agenda Item 42880
5.	Contract 26-903 -Qualis Signed
6.	26-903_Qualis_Commercial Tenant Buildout_04.07.26_UNSIGNED

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 04/01/2026
Ron Falanga	Approved - 04/01/2026
Louis DeLeon	Approved - 04/01/2026
Angela Harrold	Approved - 04/01/2026
Grace Burgos	Approved - 04/07/2026
Roberto Bonilla	Approved - 04/07/2026
Alexis Clark	Approved - 04/07/2026
Kandace Pourbaix	Approved - 04/08/2026
Miranda Lanoue	Approved - 04/08/2026
Jaime Stewart	Approved - 04/08/2026
Melanie Marsh	Approved - 04/09/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Continued/Deferred Until:

Action: New

Other:

ITB 26-903 - Commercial Tenant Improvements
Bid Opening Date / Time: March 17, 2026 - 3:00PM (EST)
Procurement Officer: Bill Ponko, CPPO, CPPB
Price Tabulation

	Boulevard Contractors Corp. 5840 Red Bud Lake Rd Winter Springs, FL 32708	Faden Builders Inc. 742 S. Rossiter Street Mount Dora, FL 32757	GSB Construction & Development, Inc. 3609 Parkway Blvd. Leesburg, FL 34748
Total Lump Sum Price	$4,151,352.00	$3,787,476.00	$2,998,000.00
Timeframe For Completion (Calendar Days)	365	N/A	240

	Precision Building Construction, LLC 1200 Hillcrest St. Orlando, FL 32803	Qualis General Contrators 8527 Trail Wind Drive Tampa, Florida 33647	Ryan Fitzgerald Construction Inc. PO Box 526 Mount Dora, FL 32756
Total Lump Sum Price	$3,900,929.00	$2,835,807.00	$3,106,808.64
Timeframe For Completion (Calendar Days)	TBD	150	151

	Structural Solutions Group 865 Brookfield Place Apopka, FL 32712
Total Lump Sum Price	$7,500,000.00
Timeframe For Completion (Calendar Days)	365

Award Recommendation Number AR-26-903-1

Solicitation Number: 26-903

Title: Commercial Tenant Improvements

Recommended Vendor: Qualis General Contractors, LLC

Total number of responses: 7
Total number of acceptable responses received: 7

Contract Type: One Time Buy

Is this purchase related to Information Technology? No
Vehicle Purchase? No
Is Federal or Grant Funded? No

Award Recommendation Type: ITB
Award Recommendation Basis: Total Bid
Comments:

Contracting Officer Comments:

Funding sources:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount	Federal Or Grant Funded
TBD	TBD	TBD	TBD	TBD	$2,835,807.00	No

Last Fiscal Year Spend $0.00

Fiscal Year Budget TBD

Initiator Name: Bill Ponko — Date: 3/24/2026 4:28:30 PM

Step 2 - Project Manager: Melving Isaac — Date: 3/24/2026 4:44:50 PM

Step 3 - Financial Approval: Grace Burgos — Date: 4/3/2026 11:53:15 AM

Step 4 - Division Manager: Louis DeLeon — Date: 4/3/2026 1:26:26 PM

Step 5 - Department Director: Angela Harrold — Date: 4/6/2026 10:02:39 AM

Step 10 - Contracting Officer Review: Bill Ponko — Date: 4/6/2026 10:08:35 AM

Budget Adjustment

Agenda Item #: **42880**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	9092001	860620	80065	BLDGS		871,991.00
3	7074100	860625		LEASEHOLD IMPROVEMENTS	871,991.00	
					871,991.00	**871,991.00**

Description:

Transfer from Buildings to Leasehold Improvements for the Supervisor of Elections Building Commercial Tenant Improvements.

Budget Adjustment

Agenda Item #: **42880**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	0851110	830460		REPAIR & MAINTENANCE		87,149.00
3	0819100	860625		LEASEHOLD IMPROVEMENTS	87,149.00	
					87,149.00	**87,149.00**

Description:

Transfer from Repair and Maintenance to Leasehold Improvements for the Supervisor of Elections Building Commercial Tenant Improvements.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

NOTICE

Documents associated with this agenda item are Confidential & Exempt per Section 119.071(3)(a)-(b), Florida Statutes.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND QUALIS GENERAL CONTRACTORS, LLC FOR COMMERCIAL TENANT IMPROVEMENTS

ITB # 26-903

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Qualis General Contractors, LLC, a Florida limited liability company, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Invitation to Bid (ITB) #26-903 seeking firms or individuals qualified to provide commercial tenant building improvement services for the COUNTY for the commercial property located at Village Market Place, 365 East Burleigh Boulevard, Tavares, FL 32778; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide commercial tenant building improvements at the commercial property located at Village Market Place, 365 East Burleigh Boulevard, Tavares, FL 32778 and related services (the "Service" or "Project").

ARTICLE 3. SCOPE OF SERVICES.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Services, including all addenda, and the completed Submittal Form, attached hereto and incorporated herein as **Composite Exhibit A**, as well as all Project permits, drawings, plans and specifications, as set forth herein. It is understood that the Scope of Services may be

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The Service consists of construction services for completion of improvements to the commercial building located at Village Market Place, 365 East Burleigh Boulevard, Tavares, FL 32778, for occupancy and use by a commercial tenant.

3.3 The Parties acknowledge that this is a project specific agreement and **that CONTRACTOR shall achieve Substantial Completion within One Hundred Fifty Days (150) calendar days from the date the Notice to Proceed is issued and shall achieve Final Completion within thirty (30) calendar days of the County's issuance of a Certificate of Substantial Completion.** The Substantial Completion and Final Completion dates assume change orders that are typical during a project of this size and complexity.

3.4 This Agreement will become effective upon both Parties signing this Agreement (the "Effective Date"). The Service will commence upon issuance of the Notice to Proceed by the COUNTY to the CONTRACTOR following the Effective Date. This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY.

3.5 The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.6 All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted to the CONTRACTOR for rain delays; however, CONTRACTOR may request in writing for the COUNTY consider an adjustment of the contract period on a case-by-case basis to account for delays caused by the effects of inclement weather events but only when such an event causes the CONTRACTOR to be able to work less than fifty percent (50%) of a scheduled work day and only when such delays are not the result of CONTRACTOR'S failure to perform or neglect. CONTRACTOR must strictly comply with all claim submission requirements and other requirements of the Contract Documents related to time extensions. No additional compensation will be made for delays caused by or related to the effects of weather.

3.7 The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

3.8 In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

A. Addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.

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B. 100% plans will supersede earlier versions of plans incorporated herein without further action by the Parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the Parties.

3.9 Plans and Specifications. The construction plans and specifications provided in the solicitation process are specifically incorporated herein as **Composite Exhibit B** and included by reference as a material term and condition of this Agreement. The Service shall be rendered in strict conformity with the construction plans and specifications, including any plans and specifications developed or provided by CONTRACTOR and approved by COUNTY as part of this Service. If applicable, any 100% plans or specifications provided by COUNTY shall supersede the documents listed below without the need for amendment to this Agreement.

A. **Composite Exhibit B** includes the following:

1. *Special Building Requirements,* prepared by Lake County (4 pages) (Referenced as "Exhibit G" in the solicitation materials).

2. *Supervisor of Elections Building T.I.,* dated March 3, 2026, prepared by Forefront Architecture and Engineering, for Lake County (86 pages) (Referenced as "Exhibit H v3" in the solicitation materials). **[CONFIDENTIAL AND EXEMPT PER §§ 119.071(3)(a)-(b), F.S.]**

3. *Approved Alternate Canopy and Interior Paint,* (15 pages) (Referenced as "Exhibits I and J" in the solicitation materials).

4. *Asbestos Survey for 365 East Burleigh Blvd., Tavares, Florida*, dated May 21, 2025, prepared by Professional Air Monitoring, LLC, for Lake County (13 pages) (Referenced as "Exhibit L" in the solicitation materials).

5. *New Power and Systems Plan,* prepared by Visionary Systems AV, LLC, for Lake County (1 page) (Referenced as "Exhibit M" in the solicitation materials. **[CONFIDENTIAL AND EXEMPT PER §§ 119.071(3)(a)-(b), F.S.]**

3.10 Lands for Work and Access Thereto. CONTRACTOR hereby represents to COUNTY that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the CONTRACTOR to do so. CONTRACTOR is responsible for obtaining any required temporary use permits prior to utilizing the private property. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits and use permits, as applicable, and supply a copy thereof to the COUNTY.

The CONTRACTOR shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish, and waste materials from and about the project site, as well as all tools,

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appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the CONTRACTOR has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

3.11 Drawings/Plans. If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the COUNTY. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the COUNTY'S Project Manager. A written response (email is allowed) from the COUNTY must be obtained before the plans can be released for viewing.

3.12 Grant Funding.

A. In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements.

ARTICLE 4. PAYMENT.

4.1 The COUNTY shall pay, and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement, compensation as provided in the Pricing Schedule which is attached hereto and incorporated herein by reference as **Exhibit C**. The total cost of the Project will **not exceed Two Million Eight Hundred Thirty-Five Thousand Eight Hundred Seven and XX/100 Dollars ($2,835,807.00)**. Retainage shall be released as set forth in Section 218.735, Florida Statutes.

A fixed lump sum price represents the CONTRACTOR'S bid, including all applicable taxes, materials, labor, tools, equipment, supervision, transportation, fuel, permits, inspections, licenses, management and overhead, and all incidentals necessary to provide a complete, turn-key service, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

Other than the fees and rates set forth in **Exhibit C**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.2 Retainage. A retention of funds equal to five percent (5%) will be withheld from each invoice in accordance with Section 218.735, Florida Statutes. Retainage will be released in accordance with Section

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218.735, Florida Statutes, and as provided in Article 6.19, *Acceptance of Work and Final Payment*, of this Agreement.

4.3 Invoicing.

A. The CONTRACTOR shall submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Invoices are to be submitted to the Office of Facilities Management at FacilitiesInvoices@LakeCountyFL.gov, unless directed otherwise by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work.

B. All invoices shall be accompanied by PDF documentation of the work completed and invoiced including, but not limited to: service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation requested by the COUNTY in COUNTY'S discretion. All invoices must contain the solicitation number, date, and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided, and a calculation for the five percent (5%) retainage to be withheld.

C. If subcontractors are utilized, a copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to COUNTY. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to COUNTY a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

4.4 Progress Payments. The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Section 218.735, Florida Statutes. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. Each invoice must contain such detail and be backed up with whatever supporting information the COUNTY or the CONTRACTOR reasonably requests and must at a minimum state:

A. The total Construction Price for the Service;

B. The amount due for properly provided labor, materials and equipment properly incorporated into the Service; and with respect to amounts invoiced for materials or equipment necessary for the Service and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the COUNTY), be accompanied by written proof that the COUNTY has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;

C. A breakdown of the various parts of the Service as related to the Pricing Sheet as shown on **Exhibit C**;

D. The value of the various parts of the Service performed;

E. Previously invoiced amounts and credit payments made;

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F. The total amount due, less any agreed retainage;

G. Submit a current schedule with every pay application; and

H. A lien waiver and other documentation verifying the CONTRACTOR'S payment to subcontractors and suppliers as the COUNTY may reasonably request.

I. Include CONTRACTOR'S Payment Affidavit, attached hereto and incorporated herein as part of **Composite Exhibit D (Composite).**

Without limitation, at any stage of the Service, the COUNTY may require that the CONTRACTOR provide a lien waiver executed by the CONTRACTOR, each Subcontractor having provided Notice to COUNTY, and any other Subcontractor, Laborer, Materialman or person or entity providing labor, materials or services as may reasonably by required by the COUNTY, which such release and waiver of lien must relate to the work which is the subject of the Application for Payment.

4.5 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

4.6 Grant Funding. In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements.

4.7 Payment/Performance Bond Requirements. Pursuant to Section 255.05, Florida Statutes, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents ***100%*** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit E.** In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

4.8 Payment Procedures.

A. The COUNTY will review the CONTRACTOR'S applications for payment, including such accompanying data, information and schedules as the Service requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Service, will authorize payment by the COUNTY to the CONTRACTOR in writing. Such authorization will constitute the CONTRACTOR'S certification to the COUNTY that:

1. The Service described in the CONTRACTOR'S invoice has progressed to the level indicated;

2. The Service has been performed in accordance with the Agreement;

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3. All necessary and appropriate lien waivers have been submitted; and

4. The amount requested is currently due and owing to the CONTRACTOR.

B. In the case of unit price work, the CONTRACTOR'S recommendations for payment will constitute final determination of quantities and classifications of such work.

C. Payments will be deemed timely if postmarked on or before the payment date defined in this Agreement or any other payment due date stated in this Article 4.

D. COUNTY may withhold all or part of an application for payment to the extent reasonably necessary to protect the COUNTY if in the COUNTY'S opinion the representations to the COUNTY required by this section cannot be made. If the COUNTY is unable to certify payment in the amount of the application, the COUNTY will notify the CONTRACTOR as provided for in this Agreement. If the CONTRACTOR and the COUNTY cannot agree on a revised amount, the COUNTY will promptly authorize payment for the amount which the CONTRACTOR is able to make such representations to the COUNTY. The COUNTY may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the COUNTY'S opinion to protect the COUNTY from loss for which the CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of:

1. Defective Work not remedied;

2. Third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the COUNTY is provided by the CONTRACTOR;

3. Failure of the CONTRACTOR to make payments properly to subcontractors for labor, materials, or equipment;

4. Reasonable evidence that the Service cannot be completed for the unpaid balance of the contract price;

5. Damage to the COUNTY or other CONTRACTOR;

6. Reasonable evidence that the Service will not be completed within dates established in this Agreement, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

7. Persistent failure to carry out the Service in accordance with this Agreement.

4.9 County's Right to Refuse Payment. The COUNTY'S approval of the CONTRACTOR'S invoice will not preclude the COUNTY from exercising any of its remedies under this Agreement. These remedies include, without limitation, the COUNTY'S right to withhold all or part of any payment (including Final Payment) for the reasons described in Article 4. In the event of a dispute, payment will be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the COUNTY. The COUNTY will have the right to refuse to make payment and, if necessary, may demand the return of a portion or all the amount previously paid to the CONTRACTOR to the extent due to:

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A. The CONTRACTOR'S failure to perform the Work in compliance with the requirements of this Agreement or any other agreement between the Parties.

B. The CONTRACTOR'S failure to correctly and accurately represent the Service performed in a payment request, or otherwise.

C. The CONTRACTOR'S performance of the Service at a rate or in a manner that, in the COUNTY'S reasonable opinion, is likely to result in the Service being inexcusably delayed.

D. The CONTRACTOR'S failure to use funds previously paid the COUNTY, to pay the CONTRACTOR'S Service-related obligations including, but not limited to, the CONTRACTOR'S subcontractors, materialmen, and suppliers.

E. Claims made against the COUNTY or its property.

F. Loss caused by the CONTRACTOR'S subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONTRACTOR.

G. The CONTRACTOR'S failure or refusal to perform any of its obligations to the COUNTY.

4.10 Contractor's Right to Refuse Performance for Non-Payment. If within the time set forth in Section 218.735, Florida Statutes, the COUNTY, without cause or basis under this Agreement, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR, the CONTRACTOR will have the right, in addition to all other rights and remedies contained in this Agreement, to send the COUNTY an overdue notice. If the payment request is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

4.11 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.12 Correction of Past Payments. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and will be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the payment date, the COUNTY shall notify the CONTRACTOR in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the COUNTY to be payable to the CONTRACTOR will be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

4.13 Interest on Outstanding Amounts Due. To the extent allowed by Chapter 218, Florida Statutes, interest will accrue on amounts owed by the COUNTY to the CONTRACTOR which remain unpaid for the time specified in the statutes. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This

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exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.14 Invoice Warranties and Guarantees. The CONTRACTOR expressly warrants and guarantees to the COUNTY that:

A. Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the COUNTY either by incorporation into the Service, or upon receipt of payment by the CONTRACTOR, whichever occurs last.

B. All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances.

C. No goods, products, materials, equipment, or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

4.15 Contractor's Signature. The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR'S certification to the COUNTY that (i) the CONTRACTOR'S services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the COUNTY; and (iii) the amount requested is currently due and owing.

4.16 Taxes. The CONTRACTOR shall incorporate into the Pricing Sheet, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment, and systems incorporated into the Service which were legally required at the time of execution of this Agreement, whether yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY from and against all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the COUNTY by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the COUNTY in securing qualified refunds of any sales or use tax paid by the COUNTY or CONTRACTOR on goods, products, materials, equipment, or systems. Any refund secured must be paid to the COUNTY.

4.17 Compensation of Contractor's Subcontractors and Suppliers. Upon receipt of payment from the COUNTY, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or supplier's portion of the Service, the amount to which each entity is entitled, reflecting percentages retained from payments to the CONTRACTOR on account of such entity's portion of the Service. CONTRACTOR shall comply with the timeframes set forth in Section 218.735(6), Florida Statutes, for remitting payment to subcontractors. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONTRACTOR'S subcontractors or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers if the COUNTY becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no

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rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

4.18 Final Payment.

A. Prior to being entitled to receive final payment, and as a condition precedent, the CONTRACTOR must achieve Final Completion of the Service and provide documents needed for final payment. CONTRACTOR shall submit the *Contractors Final Payment Affidavit*, attached hereto as part of **Composite Exhibit D**, as part of CONTRACTOR'S final payment request.

B. In order for both Parties herein to close their books and records, the CONTRACTOR will clearly state "**final invoice**" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any other further charges if not properly included in this final invoice are waived by the CONTRACTOR.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 Project Manager. The COUNTY shall designate a COUNTY staff member or representative to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used.

ARTICLE 6. FACILITIES PROVISIONS.

6.1 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

6.2 Existing Conditions. The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of

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equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, and conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

6.3 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

6.4 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such

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notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

6.5 Rentals. Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. **There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.**

6.6 Contractor Personnel.

A. The CONTRACTOR shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

C. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

D. Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

E. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

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F. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

G. Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name, the person's name, and the person's birthdate.

Example: *ACME Plumbing - John H. Smith - 10/10/96*.

The documentation must include the following: (1) Full name; (2) address; (3) email address; (4) telephone number; (5) copy valid of driver's license, State of Florida identification card, passport, and/ or work visa; (6) a current, clear, color photo (head shot) taken with a plain background; (7) building names and addresses of the facilities where the individual will be working; and (8) any additional information that may be requested by the Lake County Sheriff's Office.

H. Criminal Justice Information Services (CJIS). When advised by the COUNTY'S Project Manager, the CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

I. Background Checks. Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of CONTRACTOR will be required to submit to the Florida Department of Law Enforcement for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to COUNTY Project Manager prior to any work starting. COUNTY Project Manager will notify CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

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J. Identification Badging / Proximity Cards / Keys.

1. The CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.

2. All approved personnel, subcontractors, and representatives of the CONTRACTOR will be issued identification badges and will be required to wear them at all times while on the COUNTY'S property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on the COUNTY'S property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.

3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONTRACTOR.

4. The Facilities Maintenance Division Manager will notify the CONTRACTOR by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONTRACTOR complete release forms and then distribute them to the CONTRACTOR for disbursement to their personnel, subcontractors, and representatives. The COUNTY'S Project Manager must be copied on the email.

K. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys.

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager.

2. Personnel, subcontractors, and representatives of the CONTRACTOR must be temporarily substituted by the CONTRACTOR with a suitable replacement until the CONTRACTOR has obtained a new identification badge/proximity card.

3. The CONTRACTOR will be assessed a $25.00 fee for each lost, stolen, or damaged card and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S next invoice.

L. Reports. The CONTRACTOR shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports must include the following information: (1) individual's name, birthdate, and driver's license number; (2) identification badge/proximity card number; (3) all facilities where the employee works; (4) all facilities accessible by proximity card or key; (5) the date the identification badge/proximity card was issued; (6) dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage;

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(7) the date that the individual left employment of the CONTRACTOR; and (8) the date the identification badge/proximity card was returned.

M. Worker Dismissal / Leave Reporting.

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.

2. The CONTRACTOR shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

N. Service Completion.

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

2. The CONTRACTOR will be assessed a $25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S final invoice.

O. State Funding – Employment of State Residents. CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

6.7 Subcontractors.

A. CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

B. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English.

C. CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.

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D. CONTRACTOR shall include with the final invoice a completed *Contractor's Final Payment Affidavit*, a copy of which is attached and incorporated by reference as **Exhibit D**. The invoice will not be processed without the form.

E. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

6.8 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

6.9 Emergencies. Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.10 Safety.

A. The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by

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the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all OSHA requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that equipment is deficient in safety devices, the CONTRACTOR will be notified immediately. The CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

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H. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of $50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

I. The CONTRACTOR shall confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. The CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

J. Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 CFR 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

The CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the CONTRACTOR'S superintendent unless otherwise

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designated in writing to the COUNTY'S Project Manager. All communications to the superintendent will be as binding as if given to the CONTRACTOR.

6.11 Underground Utilities. Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

6.12 Maintenance of Traffic.

A. In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

B. Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and must conform to FDOT'S most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: https://www.fdot.gov/publications/publications.shtm.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR'S compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving

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slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.13 General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

B. If the COUNTY should, at any point before, during, or after, completion of construction activities, fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense or terminating the contract. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

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E. All work performed and all materials furnished must be in conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used are not in conformity with the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

F. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.14 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTOR and the CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

D. All unusable materials and debris must be removed from the premises by the CONTRACTOR at the end of each workday and disposed of in an appropriate manner.

6.15 Time for Completion and Extensions.

A. A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the

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CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in **Article 3.3** above.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.16 Changes in the Scope of Work. When it is determined that it is in the best interest of COUNTY, changes in the Scope of Work may be made by written Change Order, executed by both Parties. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

A. COUNTY Initiated Change Orders.

1. COUNTY in its sole and absolute discretion may, at any time, request CONTRACTOR to prepare a quote and written Change Order, in accordance with the COUNTY'S Purchasing Policy and Procedures, to increase or decrease the scope of the work. COUNTY will make a formal written request for a quote and Change Order describing the changes to be addressed by the Change Order. CONTRACTOR shall provide COUNTY a quote and written Change Order within ten (10) business days from COUNTY'S written request, which shall include an itemized list of quantities, units, and pricing, including overall cost impact to the project, individually and in conjunction with all other changes made; a description of the impact on the project schedule and completion date, individually and in conjunction with all other changes made; and confirmation of COUNTY'S written request for Change Order. COUNTY will process COUNTY-initiated Change Orders in accordance with section 218.755, Florida Statutes.

2. If COUNTY and CONTRACTOR are unable to agree on the change order for a COUNTY requested change, CONTRACTOR shall, nevertheless, promptly perform the change if directed in writing by COUNTY to do so. If the CONTRACTOR disagrees with COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had.

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B. CONTRACTOR Initiated Change Orders.

1. For CONTRACTOR requested changes in work, including requests for extensions of time, CONTRACTOR must first seek approval from the COUNTY Project Manager to prepare and submit a Change Order for COUNTY consideration. CONTRACTOR shall not submit a request for Change Order without first seeking Project Manager approval; any Change Order submitted without prior written approval will not be considered by COUNTY.

2. Change Orders requested by the CONTRACTOR shall include, at minimum: (1) a description of and justification for the requested change; (2) itemized list of quantities, units, and pricing, along with the overall cost impact to the Project, individually and in conjunction with all other changes made; (3) a statement of the contractual basis for the requested change; (4) a description of the impact on the project schedule and completion date, individually and in conjunction with all other changes made during the course of the Service; and (5) confirmation that the COUNTY Project Manager approved CONTRACTOR'S request to submit a Change Order for consideration. The COUNTY reserves the right to reject and/or request additional information from CONTRACTOR in support of its request for a Change Order.

3. CONTRACTOR must obtain written approval through a Change Order executed by both Parties before proceeding with any work described in the Change Order; both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective. CONTRACTOR will not be compensated for any work performed without a duly executed Change Order for any CONTRACTOR requested Change Order.

C. For work not contemplated by the original Agreement where the COUNTY'S Project Manager determines CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

D. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY policy. The payment authorized by such a duly executed Change Order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such Change Order.

E. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of

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execution related to items included in the change order. If a Change Order is approved by the COUNTY with the number of additional Contract days listed as "to be determined" or "TBD," then TBD shall be treated as zero (0) additional days approved.

F. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

G. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the Project by the CONTRACTOR.

6.17 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through its Project Manager, shall determine whether the COUNTY will directly purchase certain materials required for the Work.

B. If requested by the Project Manager, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than $10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

C. Within ten (10) calendar days from receipt of the written notice described in the preceding paragraph, the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the construction schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

D. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

E. The COUNTY will place the Order for the materials with the vendor.

F. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their

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storage, protection, risk-of-loss, and installation pursuant to the construction documents, including, without limitation, the Project plans, specifications, and construction schedule.

G. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY'S policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

6.18 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the Agreement in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify

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the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.19 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of the Contract Documents, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and all work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

C. Substantial Completion.

1. Substantial Completion is the point at which the work (or a designated portion of the work the COUNTY has agreed to accept expressly under this Agreement), is sufficiently complete consistent with the requirements of the Contract Documents to enable the COUNTY to take possession of, occupy, or use the Project (or such designated portion, if applicable), in all respects for its intended use without significant disruption from the completion of any remaining work. Substantial Completion will not be achieved until:

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i. All Project systems included in the work (or that designated portion, if applicable) are operational as designed and scheduled, and where required by the Contract Documents, have been inspected and commissioned;

ii. COUNTY'S personnel have received the requisite number of operational manuals and all instruction and training in the use of such systems as required by the Contract Documents;

iii. All required governmental inspections and approvals associated with the use and occupancy of the Project including, without limitation, a certificate of occupancy for such use are obtained and provided to the COUNTY;

iv. All utilities have been connected and are in working order, if applicable to the specific project;

v. All final finishes specified in the Contract Documents are in place; and

vi. The Project (or designated portion, if applicable) has been fully cleaned and cleared of any debris and is readily accessible, operable, and usable for its intended purpose.

2. The CONTRACTOR will notify the COUNTY'S Project Manager in writing when it considers Substantial Completion of the Work (or such designated portion(s) the COUNTY has agreed to accept) to be achieved. After receiving such notice, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will schedule an inspection of the Work or such designated portion to determine if Substantial Completion has been achieved. CONTRACTOR and COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will jointly conduct the Substantial Completion inspection.

i. If the COUNTY determines that Substantial Completion **has not been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will provide CONTRACTOR with a list of items to be completed or corrected to enable the COUNTY to take possession of, occupy, or use the Project (or a designated portion), for its intended use without significant disruption. CONTRACTOR will promptly perform such work and notify the COUNTY'S Project Manager upon completion in writing and request the COUNTY to schedule another Substantial Completion inspection.

ii. If the COUNTY determines that Substantial Completion **has been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will promptly notify the CONTRACTOR. The COUNTY shall provide CONTRACTOR with a Certificate of Substantial Completion which shall include a single list of items required to render the Service complete, pursuant to Section 218.735(7), Florida Statutes. COUNTY will prepare and deliver to CONTRACTOR the Certificate of Substantial Completion and single list of items within thirty (30) calendar days following the Substantial Completion inspection. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

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The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the Service pursuant to the Contract Documents. All items that require correction under the Agreement and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

3. The Certificate of Substantial Completion will establish the date of Substantial Completion for the Work or such designated portion and:

i. Include a single list of all items to be completed or corrected and identify the time for completion or correction. Unless otherwise agreed, all items must be completed within thirty (30) calendar days of Substantial Completion Date. The failure to include an item on the list does not alter the CONTRACTOR'S responsibility to complete all Work as required by the Contract Documents.

ii. Identify any other conditions to be completed prior to Final Completion.

iii. Must be signed and accepted by the CONTRACTOR and COUNTY'S Project Manager.

4. Within twenty (20) business days after the COUNTY and CONTRACTOR sign and accept the Certificate of Substantial Completion, the COUNTY will pay CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the COUNTY less an amount equal to 150 percent of the estimated cost to complete the items on the list. CONTRACTOR must provide COUNTY a proper payment application in order to receive payment.

D. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached Final Completion, including completion of all items identified in the single list of items provided in the Certificate of Substantial Completion, CONTRACTOR shall request a final inspection by the COUNTY in writing. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready.

E. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice/payment application will be prepared by the CONTRACTOR and submitted with a Final Payment Affidavit to the COUNTY'S Project Manager. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with **Article 4** of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the Agreement and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

F. Final Completion and Final Acceptance. Final Completion must be within thirty (30) days after the COUNTY'S issuance of a Certificate of Substantial Completion. Final Completion shall be achieved when all materials have been furnished, all work has been performed, and all the construction contemplated by this Agreement is completed to the COUNTY'S satisfaction. If the COUNTY fails to provide the list as provided for in paragraph C of this section, the time for completion will be extended by

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the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar ($80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items identified in the Final Inspection punch list.

G. Release of Retained Funds. As set forth in Section 218.735, Florida Statutes, upon completion and acceptance by the COUNTY of all items on the list of items provided for in paragraph C of this section, CONTRACTOR may submit a payment request for all remaining retainage withheld for the project, or phase of project, as applicable. If a good faith dispute exists as to whether one or more of the items identified in the list have been completed pursuant to the Agreement, COUNTY may continue to withhold up to 150 percent of the total costs to complete such items. CONTRACTOR shall submit CONTRACTOR'S Final Payment Affidavit with the request for payment.

H. Waiver of Claims. The CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of this Agreement or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

I. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

J. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.20 Warranties.

A. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

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B. All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans, or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

C. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the Agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

D. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the COUNTY Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

E. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency either verbally or in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a deduction from the final payment, a credit memorandum, or through invoicing. If the Contractor fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.21 Liquidated Damages.

A. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this Agreement and no additional days will be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send

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out a notification notifying the CONTRACTOR of an assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

B. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Service continues. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

C. The liquidated damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
$5,000 and under	$25
Over $5,000 but less than $10,000	$65
$10,000 or more but less than $20,000	$91
$20,000 or more but less than $30,000	$121
$30,000 or more but less than $40,000	$166
$40,000 or more but less than $50,000	$228
$50,001 or more	$250

D. COUNTY will retain from the compensation to be paid to CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing work within the time specified, COUNTY may require CONTRACTOR to stop work on any other project or service to COUNTY until the work specified in this Agreement is complete and the liquidated damages sum is satisfied.

6.22 Sanitation. If the Service does not involve interior work, the CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.23 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTOR under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The

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COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.24 Fees. The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The $80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	$70.00 each occurrence
Failure to respond to emergency calls	$250.00 per day
Late to emergency calls	$36.00 per hour
Inspected unacceptable workmanship	$80.00 each inspection
Failure to provide any and all required documentation or reports	$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	$250.00 per day

6.25 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.26 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. COUNTY Holidays are as follows: New Year's Day; Martin Luther King, Jr.

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Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve, and Christmas Day.

Special schedules may be established, if necessary, because of problems with noise or similar difficulties affecting other COUNTY facilities, COUNTY operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty and 00/100 Dollars ($250.00) per COUNTY staff member per day for each Saturday, Sunday, or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

6.27 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third-parties, such as, but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY'S facility, whether interior or exterior, damaged by reason of the CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

6.28 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

6.29 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

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ARTICLE 7. GENERAL TERMS AND CONDITIONS.

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated and the CONTRACTOR will be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

7.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

7.3 Insurance. Insurance requirements shall be as set forth in the attached **Exhibit F.**

7.4 Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

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proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

7.5 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.6 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

7.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

7.8 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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7.9 State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

7.10 Contractor as Prime. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-contractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subcontractors shall be made without the consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses, permits and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.11 Subcontracting. CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

7.12 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

7.14 Other Departments. Intentionally Omitted.

7.15 Other Agencies. Intentionally Omitted.

7.16 Warranties. See **Article 6**, **Exhibit A**, and **Exhibit B**.

7.17 Deficiencies in Work. See **Article 6**.

7.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

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7.19 Shipping Terms, FOB Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The COUNTY will not consider any Proposal showing a F.O.B. point other than F.O.B.: DESTINATION – Inside Delivery

7.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

7.21 Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

7.22 Additional Locations. Intentionally Omitted.

7.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.24 Accuracy. See **Article 6**.

7.25 Safety. See **Article 6**.

7.26 Safety Data Sheets. See **Article 6**.

7.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

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7.28 Cleanup. See **Article 6**.

7.29 Protection of Property. See **Article 6**.

7.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

7.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

7.32 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

7.33 Responsibility as Employer. See **Article 6**.

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7.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.35 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.36 Price Redeterminations. Intentionally Omitted.

7.37 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for ten (10) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or

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payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

7.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than ten (10) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

7.40 Confidential and/or Exempt Information. **The Service may include building plans, blueprints, drawings, and/or diagrams which are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes.** CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. CONTRACTOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. CONTRACTOR shall ensure that all materials provided to subcontractors are returned as required under this provision. CONTRACTOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors

7.41 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

7.42 The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONTRACTOR to use or display COUNTY'S Intellectual Property.

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The COUNTY Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

7.43 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.44 Compliance with Federal Standards. All items to be purchased under this Agreement must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA), and per Project specifications.

7.45 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.46 Claims and Disputes. See **Article 6**.

7.47 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.48 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.49 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

7.50 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure

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that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

7.51 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

7.52 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

7.53 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

7.54 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

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7.55 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Composite Exhibit A** affirming compliance with human trafficking laws.

7.56 Certification Regarding Scrutinized Companies that Boycott Israel: The CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of $1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

7.57 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR'S employees, and their agents from: engaging in severe forms of trafficking in persons during the period of performance of the contract; procuring commercial sex acts during the period of performance of the contract; using forced labor in the performance of the Agreement; destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arranging housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.58 State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or

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service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

7.59 ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

8.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

8.3 This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

8.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties.

8.5 No Waiver. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

8.6 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S

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employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.7 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

8.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

8.9 Negation of Agent or Employee Status. The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

8.10 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.11 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:
Qualis General Contractors, LLC
Attn: Brycen Herman, President
17803 Green Willow Drive
Tampa, Florida 33647

With a Copy to:
bherman@qualisfl.com
kveilleux@qualisfl.com

If to COUNTY:
Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

A. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

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ARTICLE 9. SCOPE OF AGREEMENT.

9.1 This Agreement is intended by the Parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Scope of Services, Addenda, and Submittal Forms (22 pages).

Exhibit B (Composite)..... Project Plans and Specifications (119 pages). **[PORTIONS CONFIDENTIAL AND/OR EXEMPT PER §§ 119.071(3)(a)-(b), F.S. - TRANSMITTED SEPERATELY].**

Exhibit C..... Pricing Sheet (9 pages).

Exhibit D (Composite)..... Contractor's Payment Affidavit and Final Payment Affidavit (2 pages).

Exhibit E..... Performance and Payment Bond (7 pages).

Exhibit F..... Insurance Requirements (2 pages)

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IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

QUALIS GENERAL CONTRACTORS, LLC

DocuSigned by:
001A5753A12C450...

Brycen E. Herman, President
License No. CGC1527818

This 9th day of April, 2026.

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COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

ATTEST:

_____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

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1. SCOPE OF WORK:

1.1. A "qualified licensed contractor" (hereinafter "Contractor") shall furnish all labor, materials, equipment, component/devices, transportation, fuel, supervision, surveying, permits, inspections, and all other incidentals necessary to complete all necessary work listed, all in accordance with all parts of this solicitation and bid documents provided for the property located at Village Market Place, 365 E. Burleigh Boulevard, Tavares, FL 32778.

1.2. Contractor is to provide complete, turn-key for the Supervisor of Elections Building Tenant Improvements as described in the *Supervisor of Elections Building TI* Construction Drawings, prepared by Forefront Architecture and Engineering, for Lake County.

1.3. Building Tenant Improvements include but are not limited to:

1.3.1. Demolition: Removal and disposal of existing materials (including but not limited to: walls and ceiling, electrical components including lighting, switches, receptacles and associated conduits, cables, boxes, supports and devices, doors/frames, windows, flooring; restroom toilets, sinks and accessories; roll-up door, mezzanine metal ladder, mechanical vents).

1.3.2. Construction of new footings and steel columns, construction of new frame walls with metal studs, installation of storefront and interior windows/doors including hardware, lintels, operable partitions, construction of bullet resistant wall, installation of cabinets, installation of flooring, new stair for mezzanine, construction of vehicular barrier, installation of signs; installation of new loading dock bumpers.

1.3.3. Plumbing System: Consisting in the furnishing and installation of plumbing fixtures, electric tankless water heaters, construction of new shower, including all necessary components and connection to the existing water/sewer service.

1.3.4. Electrical Service: Contractor to furnish and install a turn-key electrical system including but not limited to installation of emergency power generator system (including connection to existing natural gas line), switchboard electrical panels, distribution panels, installation of electrical conduits, conductors, lighting system, switches, receptacles, electrical hand dryers for the restrooms, including all necessary electrical components to provide power service. Contractor to also provide a turn-key Extra Low Voltage (ELV) Technology/Communications System including Voice/Data Cable Infrastructure System and all necessary components.

SECO Energy: Contractor responsible for coordinating all work with SECO Energy.

TECO Energy (Gas Company): Contractor responsible for coordinating all work with TECO Energy for gas service connection to the emergency power generator.

1.3.5. Fire Sprinkler and Alarm System: Contractor to connect proposed fire sprinkler system to the existing fire main and provide all necessary devices, modules, programming, testing, and will be also responsible to tie tenant space into the base-building fire alarm system. Contractor shall provide engineering signed/sealed drawings and obtain required permit for a complete code-compliant system.

1.3.6. Mechanical System: Consisting of turn-key Heating, Ventilation and Air Conditioning (HVAC) system including but not limited to the installation of dehumidification units, Variable Refrigerant Flow (VRF) indoor units, smoke detector sensors, exhaust fans, digital programmable thermostat/humidistat, condensate drains, including all necessary mechanical components to provide functional HVAC system.

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2. CONTRACTOR RESPONSIBILITIES:

2.1. Contractor is responsible for locating/identifying all utilities before starting construction; refer to *Utilities* section below for additional requirements. Contractor must take every precaution to avoid damage to any underground utilities. Contractor will be responsible for any damage caused to the existing utilities. In the event that Contractor or any of its subcontractors damage an existing utility, the Contractor will be responsible for the repair and must repair the same at its own cost.

2.2. All existing utilities (water/sewer, electrical, telephone, cable, etc.) service connections, interruptions, or relocations shall be coordinated by Contractor in advance with field representatives of each respective utility.

2.3. The Contractor will be responsible for planning and providing perimeter site fencing and signage to ensure the safety and security of the site from the public.

2.4. Contractor is responsible for debris/trash management and must provide a dumpster or remove all construction debris/discarded materials/trash daily. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters shall be maintained to prevent overflow of debris.

2.5. Lake County Parks and Water Resources, Facilities Management will be providing the Building Permit (Plan Review Only) for the proposed improvements, however, the Office of Building Services has indicated Contractor will be required to complete a Building Permit Application prior to issuance of this Permit. In addition, the Contractor and any subcontractors must be added to the building permit and pay all related permit and inspection cost/fees for the required work included under this solicitation. Refer to *Permit Requirements* section below for additional requirements.

2.6. Contractor must provide a detailed cost breakdown (schedule of values) using Pricing Sheet attached to this bid, which shall be the base for all payment applications.

2.7. Contractor shall also provide a timeline/work schedule at the preconstruction meeting for review.

2.8. Final Payment: A Certificate of Occupancy/Completion issued by the Office Building Services, (352) 343-9653, must be provided on or before submittal of the final payment application.

3. ACCEPTANCE

Lake County will review each installation to determine compliance prior to final acceptance of the work. Any work not installed in accordance with the plans and specifications and rejected by Lake County must be removed and replaced at the Contractor's expense.

4. CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Any spoils created from this work must become the property of the Contractor and must be disposed of in a legal and proper manner.

5. FIELD CONDITIONS

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It is the responsibility of the Contractor to verify all site conditions before they submit their bid. Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area along with silt fencing for entire perimeter of site work.

6. INSTALLATION

Installation must be in accordance with the terms and conditions in this Invitation to Bid, construction documents provided and as stated in the Scope of Work.

All work must meet all applicable Federal, State, and local building codes and must be performed by qualified licensed contractors in their respective areas (electrical, mechanical, plumbing, fire, etc.). The Contractor must complete all work per Construction Documents including the associated specifications.

7. LEAD TIME

Any long lead item must be ordered within one (1) week of issuance of project purchase order. Proof of purchase will be required.

8. PERMIT REQUIREMENTS

Contractor is responsible for obtaining all necessary building permits and inspection approvals and paying all related costs/fees for the work included under this solicitation. Contractor is responsible to obtaining directly from the engineering firm at his own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies). Contractor must provide copies of all permits obtained by Contractor to Parks and Water Resources, Facilities Management prior to the start of construction. Contractor responsible for installing a Permit Posting Box Unit. Approved plans and permits must be available on site for the inspector. For questions regarding building permits and review process please contact the Office Building Services at (352) 343-9653.

9. PRODUCT HANDLING

Contractor is responsible for the proper packaging, shipping, handling and storage of materials to be incorporated in the work, so as to ensure the preservation of the quality and fitness of the materials for proper installation as required by the contract documents. Products are to be delivered to the site in the manufacturer's container or packaging. Contractor shall provide the following: storage containers for material as necessary; sufficient manpower and equipment necessary to off load equipment/materials at jobsite per scheduled deliveries; and dumpsters for cardboard waste and packing debris. Contractor must store materials in a secure, weather-protected area and provide adequate security to protect delivered and stored products from theft, vandalism, or damage during the installation. Contractor is responsible for the return of all damaged products to manufacturer and the replacement of damaged items.

10. PROPERTY REPLACEMENT

Property at the site, including turf (rubber, sod), concrete pavement, asphalt, lime rock path, and fencing removed or relocated during the course of construction and any damage due to the work performed by Contractor, must be reinstalled, repaired or replaced before final payment is made.

11. SAFETY PRECAUTIONS

Contractor shall be responsible for initiating, maintaining, and supervising all safety-related precautions in connection with the work throughout the contract term. Contractor must erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warning signs against hazards. It is the responsibility of the Contractor to provide a safe

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environment for Contractor's employees, subcontractors, and all other users of the park, including patrons and County staff, and must monitor and maintain fencing/barricades to ensure continued safety.

12. USE OF SITE

The Contractor must confine its operations at the site to areas permitted by law, ordinances, and permits. The Contractor must not unreasonably encumber the site with materials, equipment, or trailers. The Contractor shall not cause the site entrance to be blocked or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the work and/or properties, or storage areas. The Contractor will be given 24-hour notice by the County to remove or relocate any materials, equipment, or trailers improperly placed on the site. If Contractor fails to remove or relocate the items within the 24-hours provided, the County will remove the items at the Contractor's expense.

13. UTILITIES

Contractor is responsible for making appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Call 811 before you dig (www.Sunshine811.com). The Contractor must protect all utilities (including irrigation) encountered while performing its work. The Contractor must exercise due care when excavating around utilities and must restore any damaged utilities, at its own expense, to the same condition or better as existed prior to start of work.

14. VENDOR SUBMITTAL

Submit product data/specifications and shop drawings electronically to Parks and Water Resources, Facilities Management for review and approval for all items of work. All submittals are to be approved by the engineer/architect and/or Parks and Water Resources, Facilities Management prior to Contractor delivering materials to job site and installation.

15. AS-BUILT DRAWINGS

One (1) complete set of As-Built Drawings (signed/sealed by a licensed professional) in hard copy and electronic format along with operation and maintenance manuals (if applicable) shall be supplied to the County upon completion of the work and before submitting final payment application.

16. WARRANTY AND GUARANTEES

Contractor must furnish Parks and Water Resources, Facilities Management with a signed minimum one (1) year warranty and maintenance program covering all systems from the date of final acceptance of the project by Lake County. The Contractor is responsible for securing warranties and guarantees for any materials, equipment, or fixtures to be incorporated into the project.

17. WORKMANSHIP

17.1. All furnishings described in this solicitation must be installed by qualified tradesman. All installation work and materials to be per manufacturer's specifications, or as directed by the County's Representative.

17.2. All work and materials are subject to the approval of the County.

17.3. All products must be inspected by the County for damage and chipped or marred finish. Contractor must replace any damaged or rejected products at no additional cost to the

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County. The County's representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by Contractor at his own risk.

18. EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

18.1. Vendors must submit any equivalent request two (2) weeks prior to bid opening. Failure to submit timely will make equivalent submittal non-responsive.

18.2. The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.

18.3. This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

_____: Product Information Sheets
_____: Product Samples with Initial Offer
_____: Product Samples Upon Specific Request
_____: Product labels
_____: Performance Test Results

18.4. If an "equal" product may be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, a copy of performance test results of the unit offered as an equal. For product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

[*End of Exhibit A.*]

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LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Commercial Tenant Improvement 02/26/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM ALTERS THE PROPOSAL SUBMISSION DEADLINE TO MARCH 17, 2026, AT 3:00PM (EST).

QUESTIONS/RESPONSES

1. Question: Who will be the Authority Having Jurisdiction (AHJ)?

   Response: The AHJ is Lake County. Permitting will occur through Lake County. Refer to Exhibit A - Scope of Services sections 2.5 and 8 Permit Requirements.

2. Question: Will an allowance for Permit/Impact fees be established and relayed to all bidders for inclusion in our bid price or will the County pay the permit/impact fees directly?

   Response: Permit Fees: Contractor should budget $8,000 in permit fees. If the cost of permit fees exceeds $8,000, then, the Supervisor of Elections will pay any additional fees on his own. Change Orders will not be issued for any overages or credits in permit costs.

   Impact Fees: Supervisor of Elections will pay directly any required Impact Fees.

3. Question: How can we receive the paper copy of prints?

   Response: Refer to Exhibit A - Scope of Services section 8 Permit Requirements, “Contractor is responsible to obtaining directly from the engineering firm at his own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies)”.

4. Question: What Category Cable is Required i.e... Category 6/6A?

   Response: Base Bid: CAT 6 at all runs less than or equal to 100feet, CAT 6A runs greater than 100 feet. ADD ALT 1” All runs CAT 6A.

5. Question: What product manufacture is the basis of design i.e... Panduit, Leviton, Hubbell, Ortronics etc.?

   Response: Owner’s Security Consultant has specified Ubiquiti and Verkada for the access control and security cameras.

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6. Question: There is no division 27 or 28 specification, can one be issued?

   Response: Please see sheet E002 for the requested specifications.

7. Question: In the MDF, does the customer want Server Racks or Server Cabinets, drawings are contradicted?

   Response: Server Racks

8. Question: Who is to provide the UPS in the Rack/Cabinet? What manufacture and part number?

   Response: Contractor shall provide UPS. Consult owner for preferred manufacturer. The size shown on drawings is a placeholder. The owner's low voltage team will add equipment to the racks. The contractor shall size the UPS once all equipment has been provided by owner. For bidding, include an allowance and identify it as such.

9. Question: Please confirm the required height and width for standard room signage, restroom signage, and stair identification. Additionally, please confirm the required height and width of the informational sign that is to be installed on the interior push side of exit doors.

   Response: Please see Exhibit H - section 2/A-802.

10. Question: The door schedule indicates that doors 122A (Tabulation), 127A (Canvassing), and 153A (voter registration) are to be bullet resistant. Bullet resistant fiberglass panels are not shown in these rooms. Please advise if these rooms are to receive bullet resistant panels to 6' AFF like the lobby.

    Response: Confirmed, the additional bullet proofing for walls will be identified in an upcoming addendum

11. Question: Is a "new" Fire sprinkler system necessary if the current is operable including new heads etc.?

    Response: Yes

12. Question: What low volt devices does the Contractor need to provide? What will be provided and installed by owner vendor?

    Response: Per the Owner's Security Consultant: we will supply all endpoint devices (cameras, readers, and controllers). We will also supply cabling to our cameras and access-controlled doors. From the documents you sent over, it looks like the door hardware and power supplies will be supplied by the Contractor. We will connect these devices to our controllers to control the door.

    Note: The awarded Contractor shall coordinate inspections with the County Project Manager to enable County I.T. and the security system vendor to give final approval before the installation of drywall and ceiling tiles.

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13. Question: Can we receive the scope of work for the Owner Provided IT/Security to see what we need to be responsible for?

    Response: Please see #12 above.

14. Question: Can you provide the tile that you would like for the suspended ceilings, the spec names a manufacturer, but not the specific tile.

    Response: Tiles are to be 15/16” square tegular, fine fissured product. 24”x24”x5/8”.

15. Question: Is there a finish legend available for cabinets?

    Response: All casework to be plastic laminate clad unless noted otherwise, color by owner, selection to be made during shop drawing reviews.

16. Question: Are there casework details available? The cabinet legend provides a WIC number and dimensions but there is no information on the internal layout (shelf counts) of the cabinetry.

    Response: WIC numbers specify standard number of shelves, please consult WIC manual. All casework shall conform to standard WIC configurations.

17. Question: During the Pre-Bid meeting on 2/12, it was stated by the Design Team that the intent is to demolish the existing fire sprinkler and replace it with a new system throughout. Per Notes 1 & 2 on sheet FS-200, the 6” UG Fire Main and 6” Fire Main to FDC state to refer to Civil Site Plan for location. We have not been able to locate a Civil Site Plan in the bidding documents that show the routing and location of the fire main, DDCV or FDC, nor were we able to locate the existing DDCV onsite during the Prebid. Are you able to provide an existing site plan that shows the current location and routing? Also, is the intent to demolish & provide new UG fire main from the DDCV to the building?

    Response: To Clarify, new sprinkler system will be installed downstream of the existing fire riser and riser apparatus.

18. Question: Regarding the post base shown on A-705 detail 2. How does the post mount? It does not appear to be core set, and we are unfamiliar with the post base noted. Please advise on how we are to mount the post.

    Response: Post will be mounted via flange that is drilled and epoxied with threaded studs into existing slab. Stair shop drawings will detail this connection.

19. Who was the installer for the shopping center roof, if any of the roof work voids any warranties on the facility’s roof?

    Response: The contractor for the shopping center roof was Clark's Roofing, Clermont. The installer informed the County that if any puncture to roof surface is properly resealed, the warranty will not be voided.

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20. It was mentioned that no modifications to the existing parking spaces for additional handicapped spaces was anticipated. Please confirm that we do not need to carry any costs for work associated with parking lot or parking space modifications, including but not limited to, parking lot striping & signage, sidewalks, parking lot lighting, etc.

    Response: Confirmed

21. It was stated that the Generator will be Owner Furnished/Contractor Installed. Is the contractor still responsible for constructing the generator pad? If so, please provide engineering details showing thickness of pad, reinforcing details, etc.

    Response: Yes, contractor is responsible for constructing the pad. Details to follow on upcoming Addendum 2.

22. What is the extent of the Exterior Paint scope of work? Are we repainting the entire front portion of the lease space? Is the only painting on the rear of the building per the small area shown in detail 1/A201?

    Response: Exterior repainting is limited to what is shown on the construction documents.

23. Are you able to provide any information on the composition of the existing roofing materials?

    Response: No.

24. Please advise if there are any structural modifications required to support the new roof top HVAC equipment & roof openings. If so, please have the EOR provide structural details for consideration & implementation into our bid.

    Response: Yes, details will be provided in upcoming Addendum 2.

25. P-201 shows a new gas line feeding the new generator. Can we assume that the gas company will be responsible for any existing asphalt demo & repair in order to run their new line to the generator or do we as the GC need to include costs for that work?

    Response: TECO will be responsible for any related asphalt or concrete demolition and repair related to the gas line installation.

    **Note: Contractor will be responsible for the connection from the gas pressure regulator/meter (point of delivery) to the gas generator. Contractor must furnish and install all necessary materials/components for the connection of the gas supply system to the gas generator.

26. Restroom Door 120 has a comment “Existing Restroom Door” on the Door Schedule on sheet A-601. The existing restroom door is a Left hand In Swing. The Floor Plan shows this as a Right-Hand Out Swing. Please confirm that the existing door cannot be reused and a new door/frame shall be included.

    Response: Disregard note on door schedule. New doors and frames are to be provided in the scope.

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27. What are the extents of the repairs & repainting of the existing metal soffit panels at the front entry?

    Response: Not part of this scope.

28. The Voter Registration Enlarged Plans and sections on A-501 do not have many material call outs. Are we to assume that the wood grain look materials on these sections are the VEN product shown on the Finishes Legend from sheet A-901?

    Response: Correct.

29. 1RTU-1 through 4 all appear to be existing to remain, please confirm. Do we know if all existing to remain RTU are in good working order? If there are any unforeseen issues with the existing equipment that need to be repaired prior to final completion and turnover, will those costs be handled via change order?

    Response: Existing equipment has been inspected by owner and is in good-working order.

30. The space is currently under power. Is it assumed that for the duration of the construction project, the electric utility account will remain in the Owner's name and that the Owner will pay for all utility consumption costs until the project is fully completed and turned over?

    Response: The Supervisor of Elections office will pay power bill during construction.

31. All the windows and doors in room 102 show a bullet resistance requirement except for Storefront 104. Please advise if Storefront 104 will require bullet resistance.

    Response: No.

32. It was mentioned at the pre-bid walk on February 12, 2026, that Asbestos Testing had been performed. Could you please provide a copy of the final report? Did testing also include mold? Testing on outside canopy for lead in paint? Please advise.

    Response: Please see Exhibit L – Asbestos Survey Report.

33. The specs call for insulation 4'-0" out on walls specified. The walls are not specified. Please specify.

    Response: The floor plan and wall types 1,2,3 and 4 all call for acoustic insulation.

34. Please verify that the county security vendor is including all door contacts within their scope.

    Response: Confirmed.

35. There are not any notes regarding the stucco behind the existing building signage (Where the Jo Ann signage was once installed). Is this to be refinished by the GC, simply painted, or is it being left as-is?

    Response: This is not part of the scope

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36. E201 and E202 have many strobe-only devices. In fact, E202 has zero horn-strobes and E201 only has two. Was this the engineer's intent to have so little auditory devices? I feel the dB level will not be enough upon AHJ inspection. Please advise.

    Response: The Fire Alarm (FA) elements are adjusted in the revised Exhibit H – Construction Drawings version 02.23.2026 as part of this Addendum. The FA 61g drawings are a basic layout. The FA-licensed contractor shall complete a layout that meets NFPA 101 FL requirements based on the performance and specific characteristics of the actual elements proposed.

37. Is it expected that the entire front facade under the canopy is to be repainted, not just where repairs take place? Walls only?

    Response: All exterior painting in this project is already called out in the drawing package. The front facade repainting is not part of this scope.

38. On Page 9 of the General Terms and Conditions (Exhibit C), there is a section referencing Minimum Wages. Please confirm whether this project is subject to Davis-Bacon prevailing wage requirements, or if compliance is limited to the applicable minimum wage requirements for the State of Florida.

    Response: This project is not subject to the Davis-Bacon Act.

39. Who will be in direct supervision of these Owner provided Vendors?

    Response: Owner provided vendors will be owner- and self-supervised but will be instructed by owner that coordination with the GC for this project will be mandatory.

40. If the awarded contractor is being asked to provide supervision, coordination of these Owner provided Vendors, under which line item will the cost of this supervision be listed?

    Response: Selected GC for this project will be responsible for the scope of work described in the construction documents only. Selected GC will offer coordination with owner supplied vendors, but supervision of those vendors is not in this scope.

41. Will the awarded contractor be released from liability for the work performed by these Vendors (faulty workmanship, Warranty, missed deadlines of awarded Contractor's contract)?

    Response: Selected GC for this project will be responsible for the scope of work described in the construction documents only. Selected GC will not be responsible for any work performed outside the scope of the construction documents.

ADDITIONAL INFORMATION

1. Exhibit I - Approved Alternate Interior Paint Package has been added to the solicitation documents.
2. Exhibit J – Approved Alternate Canopy Paint Package has been added to the solicitation documents.
3. Exhibit K – Sample Contract has been added to the solicitation documents.

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4. Exhibit H – Construction Drawings are hereby removed from the solicitation documents and replaced with Exhibit H – Construction Drawings, version 02.23.2026.
5. Exhibit L – Asbestos Survey Report has been added to the solicitation documents,
6. Exhibit M – Office New Power and Systems Plan, dated 02.06.2026 has been added to the solicitation documents.

ACKNOWLEDGEMENT

Firm Name: Qualis General Contractors, LLC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Brycen Herman*

Date: 3/3/2026

Print Name: Brycen Herman

Title: President

Primary E-mail Address: bherman@qualisfl.com

Secondary E-mail Address: kveilleux@qualisfl.com

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ADDENDUM NO. 2 **26-903**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Commercial Tenant Improvements 03/09/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

1. Are there any attic stock requirements for this project?
   Response: 1%

2. To comply with note 21 on sheet E-201, please provide the existing Fire Alarm System manufacturer and existing as-builts?
   Response: The requested information is not available.

3. Is there a requirement Professional Engineer (PE) seal required for the new Fire Alarm Drawings?
   Response: Refer to Exhibit A - Scope of Work Section 1.3.5 “Fire Sprinkler and Alarm System” indicating; “Contractor shall provide engineering signed/sealed drawings and obtain required permit for a complete code-compliant system”. In addition, please note that the Contractor shall be responsible for paying all related costs/fees for obtaining directly from the engineering firm the required Fire Alarm System drawings at his own expense.

   *Note: New Fire Alarm System building permit fees only are included under Permit Fees allowance of $8,000, refer to Addendum #1 question/response #2.

4. In the absence of a demolition sheet for Mechanical, please confirm all existing mechanical ductwork and accessories is to be demolished back to the roof penetrations of the existing RTU’s.
   Response: Confirmed.

5. Is there any existing MEP that runs through the space that serves the adjacent tenant spaces that needs to be maintained?
   Response: None that the building owner is aware of.

6. Per sheet A-03, Section 06 20 00 - Finish Carpentry and 06 42 00 – Wood Paneling – Quality Assurance sections reference the requirement of an AWI Certification by the installer and labels. There is a limited number of Installers that have the Certification, there is a smaller number of those who provide the labels, as they are long lead times and additional cost. Please confirm full compliance with Specification Sections is required.

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Response: AWI certification is required, but labeling requirement is waived.

7. Please clarify if the GC is to provide the brackets and TV's or if they will be provided by Owner.
   Response: Owner will supply TVs and mounting brackets.

8. HVAC 1.9 To the extent possible, each individual office space needs should have separate temperature controls. Please confirm the controls are to be per Mechanical Drawings and additional controls are no longer required.
   Response: Controls are to be per mechanical drawings.

9. Safe Rooms 1.10 and 1.11, please confirm these are no longer required as there is no call out for this type of wall construction on the Architectural or Structural sheets.
   Response: Safe Room is not and never was part of this project.

10. Security System 1.12 please confirm that all the required cameras are per sheet E-301 or are additional cameras required.
    Response: Cameras are to be provided and installed by owner's vendor.

11. Security Systems 1.13 please clarify what is required for glass breaks and motion detectors?
    Response: Security Systems are to be provided and installed by owner's vendor.

12. Security Systems 1.14 please confirm access systems are to be per sheet E-201 and all doors do not require access control and records.
    Response: Security Systems are to be provided and installed by owner's vendor.

13. Security Systems 1.15 please confirm that each exterior door no longer requires doorbell, intercom and a camera for visual confirmation.
    Response: Security Systems are to be provided and installed by owner's vendor.

14. Wireless Networks 1.17.1 Please confirm two wireless networks, one secured for SOE use only and one for public access.
    Response: Confirmed

15. Restrooms 105, 106 and 128 show sloping to the drains. How deep is the slab recess? If there is no recess, please provide transition details at the entry doors.
    Response: Depth of slab recess is to be as needed to permit floor slopes shown in the construction drawings.

16. There is no floor finish shown for Vestibule 100. Is the intent to have no floor covering? If the intent is to have a walk-off mat, please provide spec.
    Response: Vestibule 100 existing floor finish is the finish to remain.

17. Is there an intended finish for the stair treads or are they to remain exposed concrete?
    Response: The stair treads are to remain exposed concrete.

18. Please clarify specifically what is being furnished with the Owner provided generator.
    Response: Owner is furnishing generator itself, transfer Switch assembly, and docking port assembly. I.e. Generator, ATS -LS, ATS-SB2, MTST, etc.

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19. Clarification on whether the door for 121 will be a new door.
    Response: No, door 121 is to remain as shown in door schedule.

20. We will need to know the selections in order to the most accurate pricing:
    Wood veneer finish?
    Response: Walnut American FC; Finish#92568.

    Plastic Laminates?
    Response: Wilsonart Premium Laminate Malpe PB Chestnut 8272K-05 Timber grain Finish.

    Quartz Countertops?
    Response: Changed to solid surface Lobby Wilsonart Solid Surface - Europa 9210CM.

    Bathrooms/Other?
    Response: Wilsonart Solid Surface - Cliffside Travertine 9919SS.

ACKNOWLEDGEMENT

Firm Name: Qualis General Contractors, LLC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Brycen Herman*

Date: 3/10/2026

Print Name: Brycen Herman

Title: President

Primary E-mail Address: bherman@qualisfl.com

Secondary E-mail Address: kveilleux@qualisfl.com

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LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Commercial Tenant Improvements 03/12/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

1. What form should be used in the place of a reference form?
   Response: Attachment 4 – Similar Projects Form.

2. On sheet E801 the feeder schedule does not meet the amperage of the panel or switchboard it is feeding. Please have EOR provide the correct feeder schedule. We may need to show that the feeders need to run in parallel. See below.



FEEDER SCHEDULE

ID	CONDUIT AND FEEDER
20/1	1#12,#12N,#12G,1/2"C
50	3#6,#6N,#10G,1"C
70.B	3#4,#4N,#6G,1-1/4"C
225.A	3#4/0,#4/0N,#4G,2-1/2"C
800.B	(3)3#300kcmil,#300kcmil N,#1/0G,4"C
1000.B	(3)3#400kcmil,#400kcmil N,#2/0G,4"C
1000.C	(3)3#400kcmil,#400kcmil N,#3/0G,4"C
1000J.A	(3)3#500kcmil,#500kcmil N,4"C

Can't handle 1000A

   Response: On the feeder schedule, The parenthesis indicates the number of parallel sets. For example, (3) 3#500kcmil,#500kcmil N, 4"C, means 3 sets of conductors. And each set is comprised of three 500kcmil (One for each phase), one 500kcmil for Neutral), all in a 4" conduit. When grounded, the ground size is designated as G. All conductors are CU unless specifically identified as AL.

3. Mechanical drawings show the RTUs as existing but the electrical drawings don't specify if the wiring and disconnects should remain existing, be replaced with new or if we need to re-route the feeders. Please advise?
   Response: All disconnects and feeders shall be new.

ADDITIONAL INFORMATION

1. Exhibit H – Construction Drawings version 02.23.2026 are hereby removed from the solicitation documents and replaced with Exhibit H – Construction Drawings, version No. 3 Addendum.

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ACKNOWLEDGEMENT

Firm Name: Qualis General Contractors, LLC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Brycen Herman*

Date: 3/12/2026

Print Name: Brycen Herman

Title: President

Primary E-mail Address: bherman@qualisfl.com

Secondary E-mail Address: kveilleux@qualisfl.com

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

The undersigned hereby declares that Qualis General Contractors, LLC. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **COMMERCIAL TENANT IMPROVEMENTS** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will commence upon the related Notice to Proceed. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 INVOICING

As stated in Exhibit D – Additional Terms and Conditions.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false

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certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS

I certify I have reviewed EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS and accept as written.

YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5.0 PROJECT COMPLETION CERTIFICATION

Contractor shall provide all labor, materials, equipment, and services required to deliver a complete and properly functioning installation acceptable to Lake County at the pricing submitted. Contractor expressly acknowledges and agrees that any omissions or misdescriptions in the drawings or specifications that are necessary to fulfill the intent of the Contract, or that are customarily performed in the proper execution of such Work, shall not relieve the Contractor of its obligation to fully complete the Work at the pricing submitted. All such omitted or misdescribed items shall be furnished, executed, and completed as if fully and accurately described in the Contract. No change order shall be issued for incidental items or tasks that a competent contractor should have reasonably inferred as part of the Work.

I certify I have reviewed this Section 5.0 and accept as written. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

6.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

7.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Brycen Herman

8.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

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9.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

10.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

11.0 FEDERAL FUNDING REQUIREMENT – N/A

12.0 LOCAL VENDOR PREFERENCE – N/A

13.0 GENERAL VENDOR INFORMATION

Firm Name: Qualis General Contractors, LLC.
Street Address: 17803 Green Willow Dr.
City: Tampa State and ZIP Code: FL, 33647
Mailing Address (if different): Click or tap here to enter text.
Telephone: (813) 515-0824
Purchase Order Email Address: bherman@qualisfl.com
Federal Identification Number / TIN: 83-3712329

14.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Brycen Herman*
Date: 3/17/2026
Print Name: Brycen Herman
Title: President
Primary E-mail Address: bherman@qualisfl.com
Secondary E-mail Address: kveilleux@qualisfl.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

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Page 70 of 92

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HERMAN, BRYCEN EVERETT

QUALIS GENERAL CONTRACTORS LLC
17803 GREEN WILLOW DR.
TAMPA FL 33647

LICENSE NUMBER: CGC1527818

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/24/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** Brycen Herman, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** President of **(Business Name)** Qualis General Contractors LLC which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 11th day of March, 2026.

BY: _____
Signature of Affiant

Brycen Herman
Printed Name

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of March, 2026, by Brycen Herman, who is ☒ personally known to me or ☐ has produced identification (type):_____.

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 8/4/2027

Kellie Veilleux
(Notary Signature)

(SEAL)

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EXHIBIT B (COMPOSITE)

COMMERCIAL TENANT IMPROVEMENTS

ITB # 26-903

The below listed items are incorporated into this contract as essential and material terms but shall be transmitted and kept on a separate USB due to the size of the files and due to the confidential and/or exempt nature of some of the documents, as indicated, pursuant to Sections 119.071(3)(a) and (b), Florida Statutes.

1. *Special Building Requirements,* prepared by Lake County (4 pages) (Referenced as "Exhibit G" in the solicitation materials).

2. *Supervisor of Elections Building TI,* dated March 3, 2026, prepared by Forefront Architecture and Engineering, for Lake County (86 pages) (Referenced as "Exhibit H v3" in the solicitation materials). **[CONFIDENTIAL AND EXEMPT PER §§ 119.071(3)(a)-(b), F.S.]**

3. *Approved Alternate Canopy and Interior Paint,* (15 pages) (Referenced as "Exhibits I and J" in the solicitation materials).

4. *Asbestos Survey for 365 East Burleigh Bvd., Tavares, Florida*, dated May 21, 2025, prepared by Professional Air Monitoring, LLC, for Lake County (13 pages) (Referenced as "Exhibit L" in the solicitation materials).

5. *New Power and Systems Plan,* prepared by Visionary Systems AV, LLC, for Lake County (1 page) (Referenced as "Exhibit M" in the solicitation materials. **[CONFIDENTIAL AND EXEMPT PER §§ 119.071(3)(a)-(b), F.S.]**

Qualis General Contractors, LLC

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor to furnish all labor, materials, tools, equipment, transportation, fuel, supervision, surveying, permits, inspections, and all incidentals necessary to complete all work for a turnkey result. Services will be performed in accordance with this solicitation, Construction Documents and Specifications.

Contractor shall provide a cost breakdown of all required items need for completion of the project

BID ITEM	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT
1	General Conditions (permits, management, dumpsters, temp fencing, etc.)	1	LS	$191,249.00	$191,249.00
2	Demolition/existing conditions	1	LS	$48,750.00	$48,750.00
3	Repair CMU cracks/stucco repairs/reinstall roof access ladder	1	LS	$6,500.00	$6,500.00
4	Concrete/CMU (includes concrete cutting and patching)	1	LS	$29,517.00	$29,517.00
5	Loading dock bumpers	1	LS	$1,000.00	$1,000.00
6	Structural steel/stairs/handrails	1	LS	$49,700.00	$49,700.00
7	Casework/millwork (includes AWI certification)	1	LS	$206,135.00	$206,135.00
8	Baseboard	1	LS	$14,053.00	$14,053.00
9	Roof patching and modifications	1	LS	$3,260.00	$3,260.00
10	Insulation (in wall and above ceiling)	1	LS	$30,620.00	$30,620.00

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BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT
11	Glazing	1	LS	$193,866.00	$193,866.00
12	Overhead door	1	LS	$5,895.00	$5,895.00
13	Doors/frames/hardware	1	LS	$240,926.00	$240,926.00
14	Drywall/framing	1	LS	$275,387.00	$275,387.00
15	Paint (includes canopy prep and paint)	1	LS	$55,120.00	$55,120.00
16	ACT ceilings	1	LS	$65,330.00	$65,330.00
17	Flooring/tile/floor prep	1	LS	$87,039.00	$87,039.00
18	Operable partition	1	LS	$50,300.00	$50,300.00
19	Bullet resistant paneling	1	LS	$40,964.00	$40,964.00
20	Signage	1	LS	$5,045.00	$5,045.00
21	Toilet accessories	1	LS	$7,950.00	$7,950.00
22	Toilet/urinal partitions	1	LS	$11,200.00	$11,200.00

BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT
23	Fire extinguishers	1	LS	$1,950.00	$1,950.00
24	Fire suppression	1	LS	$62,676.00	$62,676.00
25	Plumbing	1	LS	$72,350.00	$72,350.00
26	Mechanical	1	LS	$310,033.00	$310,033.00
27	Electrical	1	LS	$513,370.00	$513,370.00
28	Low voltage	1	LS	$95,869.00	$95,869.00
29	Fire alarm	1	LS	$21,082.00	$21,082.00
30	Overhead and profit	1	LS	$138,671.00	$138,671.00
31					$0.00
32					$0.00
33					$0.00
34					$0.00

35					$0.00
36					$0.00
BID ITEM #	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT OF MEASUREMENT**	**UNIT PRICE**	**AMOUNT**
37					$0.00
38					$0.00
39					$0.00
40					$0.00
41					$0.00
42					$0.00
43					$0.00
44					$0.00
45					$0.00
46					$0.00

47					$0.00
48					$0.00
49					$0.00
BID ITEM #	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT OF MEASUREMENT**	**UNIT PRICE**	**AMOUNT**
50				$0.00	$0.00
51				$0.00	$0.00
52				$0.00	$0.00
53				$0.00	$0.00
54				$0.00	$0.00
55				$0.00	$0.00
56				$0.00	$0.00
57				$0.00	$0.00
58				$0.00	$0.00

59				$0.00	$0.00
60				$0.00	$0.00
61				$0.00	$0.00
BID ITEM #	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT OF MEASUREMENT**	**UNIT PRICE**	**AMOUNT**
62				$0.00	$0.00
63				$0.00	$0.00
64				$0.00	$0.00
65				$0.00	$0.00
66				$0.00	$0.00
67				$0.00	$0.00

ITEM DESCRIPTION	PROPOSED TIME FRAME (CALENDAR DAYS)	LUMP SUM PRICE
Lump sum price for turnkey project. Price shall be all inclusive to complete all work described and implied.	180 calendar days	$2,835,807.00

Lake County will neither accept nor authorize payment for travel time or travel-related expenses incured by Contractor personnel to any County facility. Billable time shall begin only upon arrival at the job site and will apply exclusively to service work performed.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

From: Marsh, Melanie
To: Clark, Alexis
Cc: Barker, Jennifer
Subject: FW: 26-903 Commercial Tenant Improvement - revised timeline
Date: Tuesday, March 31, 2026 3:23:45 PM
Attachments: image002.png

FYI

MELANIE MARSH
County Attorney

COUNTY ATTORNEY'S OFFICE

A 315 W. Main Street, Ste. 335, Tavares FL 32778
P 352-343-9787 | **F** 352-343-9646
E melanie.marsh@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

DISCLAIMER: *The information contained in this communication and any accompanying attachments is for official use only and may constitute privileged attorney work product. The contents herein may only be relied upon by the employees of Lake County, Florida and are intended solely for their use and others authorized to receive it. Any other recipients are hereby notified that reliance, disclosure, copying, distribution, or acting in relation to the contents of this information does not create any legal entitlement and may be unlawful.*

From: Falanga, Ron <ronald.falanga@lakecountyfl.gov>
Sent: Tuesday, March 31, 2026 2:54 PM
To: Marsh, Melanie <melanie.marsh@lakecountyfl.gov>
Subject: FW: 26-903 Commercial Tenant Improvement - revised timeline

See below.

RONALD A. FALANGA *CPPO, CPPB, NIGP-CPP, FCCM*
Director

OFFICE OF PROCUREMENT SERVICES

315 W. Main St., Ste 416, (P.O. Box 7800) Tavares, FL 32778
352-343-9424
Ronald.Falanga@lakecountyfl.gov | www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Brycen Herman <bherman@qualisfl.com>
Sent: Tuesday, March 31, 2026 2:51 PM
To: Ponko, Bill <bill.ponko@lakecountyfl.gov>
Subject: 26-903 Commercial Tenant Improvement - revised timeline

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Bill,

Per our conversation, we agree to revise our timeline from 180 days to 150 days for completion. We believe we will have substantial completion/certificate of occupancy within 150 days allowing the Owner to occupy the building. However, as we discussed, there may be some small miscellaneous punch items (ie. drywall touchups, door adjustments, paint touchups, etc.) that will need to be completed while the Owner is in the process of occupying the building.

Please let me know if this is acceptable.

Thank you,

Brycen Herman
Mobile: (863) 514-7760
Office: (813) 515-0824
Bherman@qualisfl.com
www.qualisfl.com
Qualis General Contractors

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

TO BE SUBMITTED WITH ALL FINAL PAYMENT APPLICATIONS

Before me, the undersigned authority, personally appeared

(Name of affiant)_____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of

   (Business Name) _____
   which does business in the State of Florida, hereinafter called the "Contractor."

2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a final payment in the amount of: $_____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors

NAME OF LIENOR	AMOUNT DUE
_____	_____
_____	_____

Signed and Delivered on the_____day of_____, 202__.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

CONTRACTOR'S PAYMENT TO SUPPLIERS & SUBCONTACTORS AFFIDAVIT

TO BE SUBMITTED WITH ALL PAYMENT APPLICATIONS

Before me, the undersigned authority, personally appeared

(Name of affiant)_____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of

   (Business Name) _____
   which does business in the State of Florida, hereinafter called the "Contractor."

2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a payment in the amount of: $_____.

4. All work to be performed under this payment application has been fully completed and all suppliers/lienors under this payment application have been paid in full, except the following:

NAME OF SUPPLIER/LIENOR	AMOUNT DUE
_____	_____
_____	_____
_____	_____

Signed and Delivered on the_____day of_____, 202_

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. The following additional coverage must be provided:

Builders Risk Coverage at coverage value: $3,500,000

1.3.5. Professional Liability and Specialty Insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

Docusign Envelope ID: 725E1709-98E9-8F54-8142-221BD3427C37

P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/24/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42798
Kathleen Dial, Executive Director
BY: Megan Brew, Office of Economic Development Director
SUBJECT: Economic Recovery and Resiliency Plan

RECOMMENDATION/REQUIRED ACTION:
Presentation by Megan Brew, Office of Economic Development Director, with an overview of the Lake County Economic Recovery and Resiliency Plan.

BACKGROUND SUMMARY: Since 2024, Lake County has lost three major employers to unrelated closures. The Office of Economic Development has developed a recovery and resiliency plan that addresses the immediate community needs in conjunction with these job losses and lays out a road map for future economic diversification and resiliency. This presentation will provide a high-level overview of the plan.

There is no fiscal impact at this time.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Econ Recovery Plan Overview

STAFF APPROVALS AND DATES:

Megan Brew	Created/Initiated - 03/24/2026
Sheri Hutchinson	Approved - 03/25/2026
David Eichinger	Approved - 03/25/2026
Megan Brew	Approved - 03/26/2026
Kathleen Dial	Approved - 03/26/2026
Rachel Bartolowits	Approved - 03/27/2026
Ron Falanga	Approved - 03/27/2026
Kandace Pourbaix	Approved - 03/30/2026
Miranda Lanoue	Approved - 03/30/2026
Jaime Stewart	Approved - 03/30/2026
Melanie Marsh	Approved - 04/01/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



ECONOMIC DEVELOPMENT RECOVERY AND RESILIENCY PLAN

Meg Brew

Lake County Office of Economic Development

- PURPOSE
  - Develop a framework for responding to Kroger related job losses that could be adapted into an SOP for future scenarios
  - Develop a road map for building a more resilient and economically robust Lake County



PART I

- Impact Analysis
  - Job Loss/ Economic Impact Analysis
    - Payroll
    - Sales tax
    - Property tax
    - Ripple Effects
  - Root Cause Analysis
    - Comprehensive understanding of all factors
    - Include other recent closures



PART II

- Rapid Response
  - People first
    - Job Fairs
    - Ongoing Support Services
    - CSCF Future Ready Lake Program
  - Workforce needs assessment and pathway illumination
  - Retention of impacted businesses





PART III



- Redevelopment Plan for Kroger Site
  - Facility reuse feasibility study to understand highest and best use
  - Marketing strategy targeting key site selectors
  - Focused on best-fit industries that will further economic development goals of Lake County

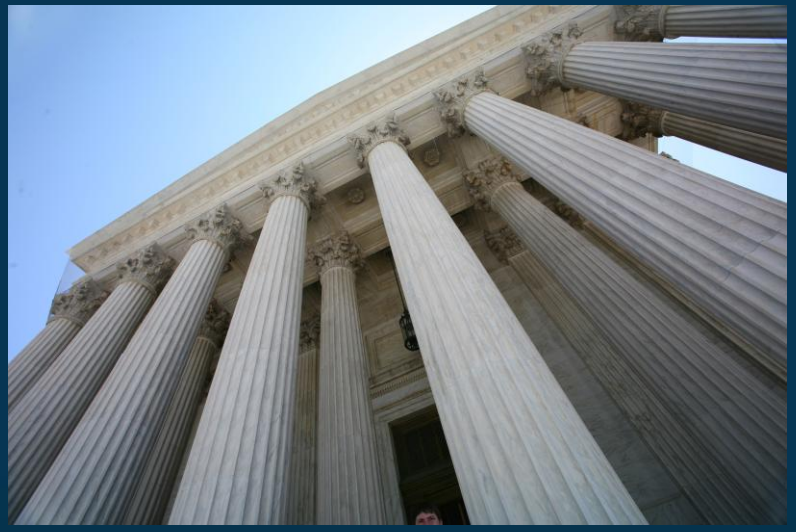
PART IV

- Long Term Economic Recovery and Resiliency
  - Resiliency audit
    - Extent to which the county is dependent on larger employers and specific industry sectors
    - Vulnerability in supply chains
    - Workforce gaps
    - Economic and workforce trends that could represent a future threat
    - Opportunities for emerging industry clusters

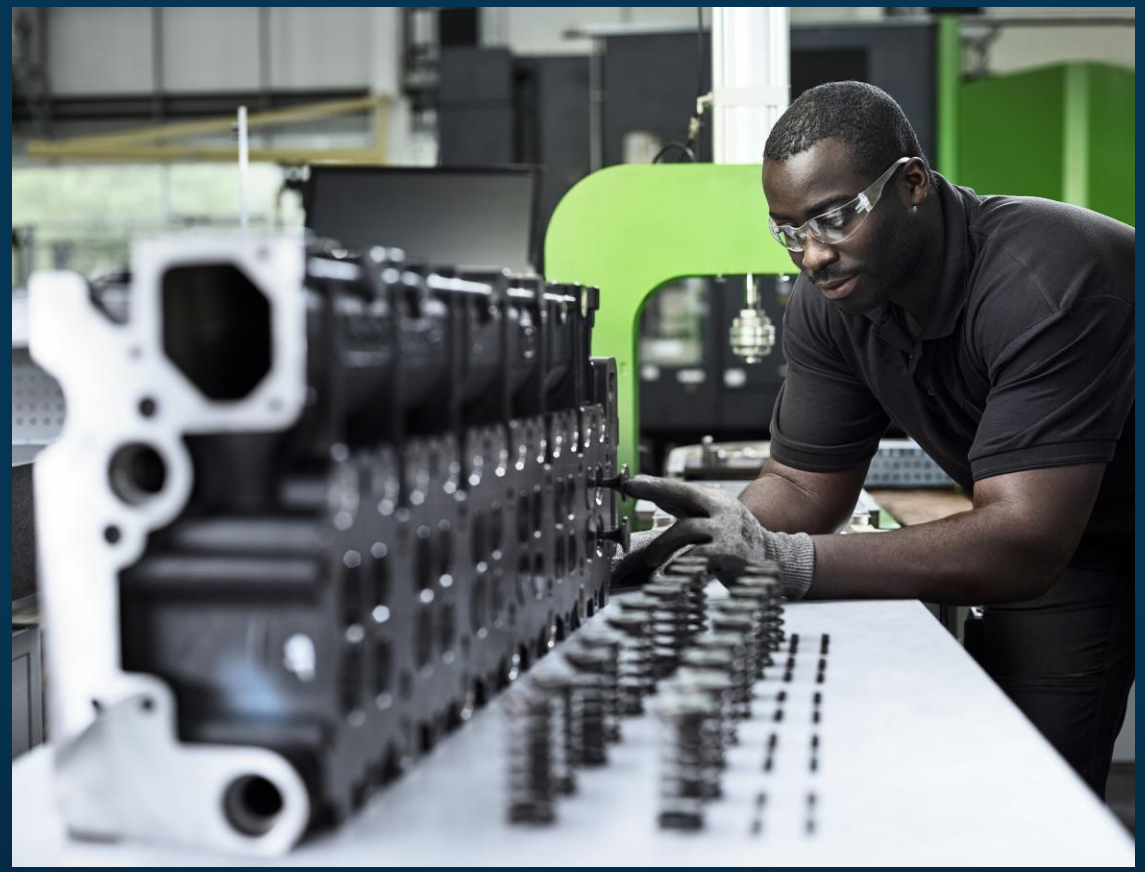


PART IV

- Long Term Economic Recovery and Resiliency
  - Long Term Plan of work informed by:
    - Case studies
    - Best practices
  - Leverage Federal and State Resources
    - Commerce
    - EDA Grants



PART IV



- Long Term Economic Recovery and Resiliency
  - Attract targeted industry
    - Marketing campaign
    - Site readiness
    - Incentives
    - Speed to market initiatives
  - Strengthen Small Businesses and Local Supply Chains

PART IV

- Long Term Economic Recovery and Resiliency
  - Encourage community support for intentional economic development through strategic communication, transparency, and public engagement
    - Communications campaign for updates
    - Dashboard to report metrics and milestones
    - Public engagement




LAKE
COUNTY, FL
REAL FLORIDA • REAL CLOSE

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/24/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42832
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance creating Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida.*

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of an Ordinance creating Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida*, in response to Senate Bill 180 (2025).

There is no fiscal impact.

BACKGROUND SUMMARY: On June 26, 2025, the Governor of the State of Florida signed Senate Bill (SB)180 which included the following provision under Section 28:

"Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024."

The proposed Ordinance will amend the Land Development Regulations (LDR) to provide a process which would allow a property owner to seek an exemption from a new LDR or Comprehensive Plan amendment on the grounds that it is more burdensome or restrictive under the provisions of SB 180 (2025). If the exemption is granted, the property may be developed under the previous LDR or Comprehensive Plan requirements.

The proposed Ordinance was presented to the Planning & Zoning Board on March 4, 2026, which was unanimously approved on consent. The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on March 24, 2026. The Board of County Commissioners approved the proposed Ordinance for advertising on March 24, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 4/2/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Relief from Delared Emergency Restrictions
3.	J. McIntosh_Affordable Housing Impact Statement_3.25.2026
4.	Laws of Florida 2025-190
5.	HBA Statement 3-30-26

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 03/24/2026
Melanie Marsh	Approved - 03/27/2026
Michael Fitzgerald	Approved - 03/31/2026
Kandace Pourbaix	Approved - 03/31/2026
Miranda Lanoue	Approved - 03/31/2026
Jaime Stewart	Approved - 03/31/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to create Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to establish a process by which individuals may seek relief from an amendment to the Land Development Regulations or Comprehensive Plan for property damaged pursuant a Federal Disaster Declaration for Hurricane Debby, Hurricane Helene, or Hurricane Milton as set forth in Chapter 2025-190, *Laws of Florida*, adopted pursuant to Section 28, Senate Bill 180, signed by the Governor in June 2025.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or re-lettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 1.09.00, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, *RELIEF CONCERNING DECLARED EMERGENCY UNDER CHAPTER 2025-190 LAWS OF FLORIDA*; ADDRESSING THE PROVISIONS OF SECTION 28, CHAPTER 2025-190, *LAWS OF FLORIDA*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 26, 2025, the Governor of the State of Florida signed Senate Bill (SB)180 which included the following provision under Section 28:

> Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024; and

WHEREAS, the Board of County Commissioners (Board) desires to amend its Land Development Regulations to address the declared emergency restrictions of Section 28 of Chapter 2025-190, Laws of Florida (Senate Bill 180 (2025)); and

WHEREAS, the Board hereby finds that this Ordinance serves a legitimate government

purpose and is in the best interests of the public health, safety, and welfare of the residents of Lake County, Florida.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Creation.** Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida*, shall be created to read as follows:

1.09.00 Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida.

A. *Purpose and Intent*. The purpose of this section is to address the restrictions of Section 28 of Chapter 2025-190, Laws of Florida. This section shall sunset and expire on October 1, 2027, unless otherwise extended by general law. If Section 28 of Chapter 2025-190, Laws of Florida is repealed or expires as it applies to the County, this section shall automatically expire simultaneously therewith. If Section 28 of Chapter 2025-190, Laws of Florida is substantially amended after the effective date of this section, the County Manager may freeze use of this section until an amendment to this section is adopted to incorporate the amendments made to Section 28 of Chapter 2025-190, Laws of Florida. If a court of competent jurisdiction issues an injunction against the enforcement of or declares invalid or unconstitutional Section 28 of Chapter 2025-190, Laws of Florida, the County Manager may freeze use of this section until an amendment to this section is adopted or it is repealed.

B. *Application Form and Content*. If an authorized Applicant for a development order believes that any county-initiated amendment to its Land Development Regulations and/or Comprehensive Plan, that occurred after August 1, 2024, is "more restrictive or burdensome" than existed prior to August 1, 2024, the Applicant may file an application with the County Manager or designee to have the version of Land Development Regulations and/or the Comprehensive Plan existing as of August 1, 2024, apply to and govern the development order application at issue. The Applicant shall submit in writing to the County Manager or designee a sworn, notarized statement that includes the following information:

1. Describing the development order sought and the details of the proposed development project;
2. Providing proof that the property subject to the application was damaged or destroyed because of Hurricane Debby, Hurricane Helene, or Hurricane Milton. Acceptable evidence includes documents produced by the Property Appraiser's Office, the property owner's insurance company, or County building inspectors.

2. Describing with citations and specificity which provisions of the Land Development Regulations and/or the Comprehensive Plan that have been amended since August 1, 2024, that are "more restrictive and burdensome" than existed on August 1, 2024;
3. Describing how such "more restrictive and burdensome" provisions are applicable to the development order application;
4. Describing how, when applied to the development order application such "more restrictive and burdensome" provisions result in more restrictive and burdensome impacts on the proposed development than the August 1, 2024, version of the Land Development Regulations and/or the Comprehensive Plan;
5. Requesting that the version of Land Development Regulations and/or the Comprehensive Plan existing as of August 1, 2024, apply to and govern the development order application at issue and agreeing to be bound by such provisions; and
6. Agreeing that the authorized Applicant and property owner will not receive any benefits of the then current version of the Land Development Regulations and/or Comprehensive Plan if it/they elect to request relief pursuant to this Section. If the authorized Applicant is not the fee simple property owner(s), the property owner(s) shall be required to join in and consent to the sworn, notarized statement.

C. *Review for Sufficiency.* Upon receipt of the sworn, notarized statement pursuant to subsection B, the County Manager or designee will evaluate the notarized statement to determine if the statement is complete and whether the information submitted in the statement presents a good faith claim that there are "more restrictive and burdensome" provisions of the Land Development Regulations and/or Comprehensive Plan than existed on August 1, 2024, entitling the authorized Applicant to relief pursuant to Section 28 of Chapter 2025-190, Laws of Florida. If the sworn, notarized statement is incomplete, the County Manager or designee will request the authorized Applicant to provide additional information to complete the requirements of subsection B.

D. *Standards of Review.* If the sworn, notarized statement pursuant to subsection B is determined by the County Manager or designee to present a good faith claim that there are "more restrictive and burdensome" provisions of the Land Development Regulations and/or the Comprehensive Plan than existed on August 1, 2024, the development order application will proceed to be reviewed and considered for approval pursuant to the August 1, 2024, version of the Land Development Regulations and/or the Comprehensive Plan. The authorized Applicant and property owner will not receive any benefits of the then current version of the Land Development Regulations and/or Comprehensive Plan if it/they elect to use this section. If approved, a written determination shall be provided to the authorized Applicant.

E. *Denial of Application.* The County Manager or designee may deny the application if the evidence provided by the authorized Applicant does not support a finding that the Land Development Regulations and/or Comprehensive Plan challenged are more restrictive or burdensome, or if a finding is made that the property subject to the application was not damaged or destroyed by Hurricane Debby, Hurricane Helene, or Hurricane Milton. A written determination shall be provided stating with specificity the objective, evidence-based reasons for the denial.

F. *Appeal.* Any decision made by the County Manager or designee under this section may be appealed by the Applicant to the Board of County Commissioners by filing a written notice of appeal with the County Manager within ten (10) days of the date of County Manager or designee's written decision. Thereafter, the Board of County Commissioners will hold a *de novo* public hearing on the appeal within sixty (60) days of the County Manager's receipt of the appeal unless otherwise agreed by the Applicant and County Manager or designee. The Board of County Commissioners' decision on the appeal shall be final and subject to challenge in Circuit Court. Appeals to the Circuit Court must be filed within thirty (30) days of the date of the written order denying the appeal.

Section 3. Severability. If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. Inclusion in the Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to establish a process by which individuals may seek relief from an amendment to the Land Development Regulations (LDR) or Comprehensive Plan for property damages pursuant to a Federal Disaster Declaration for Hurricane Debby, Hurricane Helene, or Hurricane Milton. The process established by this Ordinance is in the best interest of the public health, safety, and welfare of the residents of Lake County, Florida.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

This Ordinance provides a process by which an Applicant may file an application with the County to have the LDR or Comprehensive Plan existing as of August 1, 2024, apply to and govern the development order application at issue provided they provide a sworn, notarized statement as explained in the ordinance. It is not possible to estimate the direct compliance cost to for profit businesses in Lake County that may result from this ordinance. This Ordinance may require additional research and time on the the behalf of the applicant and County staff.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any Business that was damaged or destroyed as a result of the aforementioned hurricanes and feels that provisions in the current LDR and/or Comprehensive Plan are more restrictive and burdensome that those that existed on or before August 1, 2024, will be required to file an application with the County.

4. Any additional information:

If Section 28 of Chapter 2-25-190, Laws of Florida, is repealed, expires, is substantially amended, or declared invalid or unconstitutional as it applies to the County, this section shall automatically expire simultaneously therewith or use of this section may be frozen by the County Manager until an amendment is adopted or it is repealed.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	March 25, 2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance creates a section in the Lake County code which establishes a process by which individuals who have had their property damaged as defined due to Hurricane Debby, Helene or Milton, can seek relief. The section will expire on October 1 2027, unless incorporated into law, or if other identified sections of the law are expired or repealed, which then will automatically expire the applicable section too.

Describe the direct impact of the ordinance upon the provision of affordable housing:

I see no impact on affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

I see no impact on the. Property owners/taxpayers/citizens who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I see no potential indirect impact, positive or negative, as a result of the ordinance.

CHAPTER 2025-190

Committee Substitute for
Committee Substitute for Senate Bill No. 180

An act relating to emergencies; amending s. 83.63, F.S.; requiring certain tenants to be given specified opportunities or notice; creating s. 163.31795, F.S.; defining the terms "cumulative substantial improvement period" and "local government"; prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; amending s. 163.31801, F.S.; prohibiting certain entities from assessing impact fees for specified replacement structures; providing an exception; providing construction; amending s. 193.155, F.S.; revising the square footage limitations for certain changes, additions, and improvements to damaged property; amending s. 215.559, F.S.; removing a reference to a certain report; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; amending s. 250.375, F.S.; authorizing certain servicemembers to provide medical care in specified circumstances; amending s. 252.35, F.S.; revising requirements for the state comprehensive emergency management plan; requiring such plan to include an update on the status of certain emergency management capabilities; requiring the division to collaborate with the Department of Health; revising responsibilities of the division; requiring the division to develop a certain template; revising the purpose of certain training programs; requiring the division to set the minimum number of training hours that specified individuals must complete biennially; authorizing such training to be provided by certain entities; requiring the division to conduct an annual hurricane readiness session in each region designated by the division for a specified purpose; requiring all county emergency management directors, and authorizing other county and municipal personnel, to attend such session; requiring that the session include specified topics and needs; removing a specified reporting requirement; amending s. 252.355, F.S.; authorizing the Department of Veterans' Affairs to provide certain information to specified clients or their caregivers; requiring the Florida Housing Finance Corporation to enter into memoranda of understanding with specified agencies for a certain purpose; providing that specified persons may use special needs shelters in certain circumstances; amending s. 252.3611, F.S.; directing specified entities to submit specified contracts and reports to the Legislature under specified conditions; requiring such contracts to be posted on a specified secure contract system; requiring the division to report annually to the Legislature specified information on expenditures relating to emergencies; providing requirements for such report; amending s. 252.363, F.S.; providing for the tolling and extension of certain determinations; providing for retroactive application; amending s. 252.365, F.S.; requiring agency heads to notify the Governor and the division of the person designated as the emergency coordination officer annually by a specified

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

date; amending s. 252.3655, F.S.; creating the natural hazards risks and mitigation interagency coordinating group; providing the purpose of the group; providing for the membership and administration of the group; requiring agency representatives to provide information relating to natural hazards to this state, agency resources, and efforts to address and mitigate risks and impacts of natural hazards; requiring the group to meet in person or by communications media technology at least quarterly for specified purposes; requiring specified agency heads to meet at least annually to strategize and prioritize state efforts; requiring the division, on behalf of the group, to prepare an annual progress report and submit such report to the Governor and Legislature; revising requirements for such report; amending s. 252.37, F.S.; requiring the division to notify the Legislature of its intent to accept or apply for federal funds under certain circumstances; requiring the division to take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies; requiring that such steps include the standardization and streamlining of the application process for federal financial assistance and the provision of assistance to applicants for a specified purpose; requiring the division to use certain federal funds to implement such requirements; amending s. 252.373, F.S.; conforming a cross-reference; amending s. 252.38, F.S.; requiring political subdivisions to annually provide specified notification to the division before a specified date; creating s. 252.381, F.S.; requiring counties and municipalities to post certain information on their websites; requiring counties and municipalities to develop a poststorm permitting plan; providing requirements for such plan; requiring counties and municipalities to update such plan by a specified date annually; requiring counties and municipalities to publish on their websites a specified storm recovery guide by a specified date annually; providing requirements for such guide; requiring certain counties and municipalities to publish on their websites updates to such guide as soon as practicable following a storm; prohibiting certain counties and municipalities from increasing building permit or inspection fees within a specified timeframe; requiring counties and municipalities to allow individuals to receive certain letters electronically on or before a specified date; requiring certain counties and municipalities to use their best efforts to open a permitting office for a minimum number of hours per week; amending s. 252.385, F.S.; revising reporting requirements for the division; revising requirements for a specified list; requiring the Department of Health and the Agency for Persons with Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term "impacted local government"; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing

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suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term "emergency recovery period"; amending s. 373.423, F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term "renovated building"; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void;

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providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired:~~,~~

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created to read:

163.31795 Participation in the National Flood Insurance Program.—

(1) For purposes of this section, the term:

(a) "Cumulative substantial improvement period" means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) "Local government" has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

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Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.

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3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate $10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of these funds for projects included in the annual report ~~of the Shelter Development Report~~ prepared in accordance with s. 252.385(3). The division shall ~~must~~ give funding priority to projects located in counties ~~regional planning council regions~~ that have shelter deficits, projects that are publicly owned, other than schools, and ~~to~~ projects that maximize the use of state funds.

Section 6. Section 250.375, Florida Statutes, is amended to read:

250.375 Medical officer authorization.—A servicemember trained to provide medical care who is serving under the direction of the Florida National Guard State Surgeon and is assigned to a military duty position and authorized by the Florida National Guard to provide medical care within the scope of the servicemember's professional licensure by virtue of such duty position may provide such medical care to military personnel and civilians within this state ~~physician who holds an active license to practice medicine in any state, a United States territory, or the District of Columbia,~~ while serving ~~as a medical officer~~ with or in support of the Florida National Guard, pursuant to federal or state orders, ~~may practice medicine on military personnel or civilians~~ during an emergency or declared disaster ~~or during federal military training~~.

Section 7. Paragraphs (y) through (dd) of subsection (2) of section 252.35, Florida Statutes, are redesignated as paragraphs (x) through (cc), respectively, paragraphs (a), (c), and (n) and present paragraph (x) of that

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subsection are amended, and a new paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must ~~shall~~ be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and

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recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of

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Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must ~~shall~~ include a continuous training program for agencies and individuals who ~~that~~ will be called on to perform key roles in state and local postdisaster response and recovery efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.

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Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.

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(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of ~~an~~ emergency issued by the Governor exceeds 90 days:

(a)1. The Executive Office of the Governor or the appropriate agency, within 72 hours after ~~of~~ executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must ~~the Executive Office of the Governor or the appropriate agency shall~~ submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management

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Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased, separated by emergency event and agency, for preparing for, responding to, or recovering from the event, including motor vehicles, boats, computers, and other equipment, and the current status of such assets, including divestment, sale, or donation by the state. The report must include a detailed accounting for the entire report time period and specify a total for the event.

Section 10. Paragraph (a) of subsection (1) of section 252.363, Florida Statutes, is amended to read:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022, except in the case of the formal determination of the delineation of the extent of wetlands under s. 373.421, in which case tolling and extension of determinations under this paragraph shall apply retroactively to January 1, 2023. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.

2. The expiration of a building permit.

3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.

4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.

5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).

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6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended to read:

252.3655 Natural hazards risks and mitigation interagency coordinating group ~~workgroup~~.—

(1)(a) An interagency coordinating group ~~workgroup~~ is created for the purpose of sharing information on the current and potential risks and impacts of natural hazards throughout this ~~the~~ state, coordinating the ongoing efforts of state agencies in addressing and mitigating the risks and impacts of natural hazards, and collaborating on statewide initiatives to address and mitigate the risks and impacts of natural hazards. As used in this section, the term "natural hazards" includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The agency head, or his or her designated senior manager, from each of the following agencies shall serve on the coordinating group:

1. Chief Resilience Officer of the Statewide Office of Resilience.

2. Department of Agriculture and Consumer Services.

3. Department of Commerce.

4. Department of Environmental Protection.

5. Department of Financial Services.

6. Department of Law Enforcement.

7. Department of Highway Safety and Motor Vehicles.

8. Department of Military Affairs.

9. Division of Emergency Management.

10. Department of Transportation.

11. Fish and Wildlife Conservation Commission.

12. Office of Insurance Regulation.

13. Public Service Commission.

14. Each water management district ~~Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission shall select from within such agency a person to be designated as the agency liaison to the workgroup~~.

(c) The director of the Division of Emergency Management, or his or her designee, shall serve as the administrator ~~liaison to and coordinator~~ of the coordinating group ~~workgroup~~.

(d) Each agency representative ~~liaison~~ shall provide information from his or her respective agency, including all relevant reports, on the current and potential risks and impacts of natural hazards to this state ~~to his or her agency~~, agency resources available, and efforts made by the agency to address and mitigate the risks and impacts of ~~against~~ natural hazards~~, and efforts made by the agency to address the impacts of natural hazards~~.

(e)1. The coordinating group ~~workgroup~~ shall meet in person or by means of communications media technology as provided in s. 120.54(5)(b)2. at least ~~teleconference on a~~ quarterly ~~basis~~ to share information, leverage agency resources, coordinate ongoing efforts, and provide information for inclusion in the annual progress report submitted pursuant to subsection (2). Agency heads for the agencies listed in paragraph (b) shall meet in person at least annually to collectively strategize and prioritize state efforts.

2. Information regarding the coordinating group, including meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group ~~workgroup~~, the division ~~of Emergency Management~~ shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's ~~the relevance, level, and significance of current agency~~ efforts to address and mitigate the risks and impacts of natural hazards; ~~and~~

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;

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3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

(b) ~~Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(c)~~ By January 1 of each year, ~~2019, and each year thereafter,~~ the division on behalf of the coordinating group ~~workgroup~~ shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management

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agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so

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designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2)(a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.

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2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no later than May 1 annually.

(3)(a) By May 1 annually, each county and municipality shall publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. The guide must describe:

1. The types of poststorm repairs that require a permit and applicable fees.

2. The types of poststorm repairs that do not require a permit.

3. The poststorm permit application process and specific modifications the county or municipality commonly makes to expedite the process, including the physical locations where permitting services will be offered.

4. Local requirements for rebuilding specific to the county or municipality, including elevation requirements following substantial damage and substantial improvement pursuant to the National Flood Insurance Program (NFIP) and any local amendments to the building code.

(b) As soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency pursuant to s. 252.36 for such hurricane or tropical storm is declared shall publish updates on its website to the information required under paragraph (a) which are specific to such storm, including any permitting fee waivers or reductions.

(4) For 180 days after a state of emergency is declared pursuant to s. 252.36 for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow

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homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

(2)~~(a)~~ The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

~~(b) By January 31 of each even-numbered year, the division shall prepare and submit a statewide emergency shelter plan to the Governor and Cabinet for approval, subject to the requirements for approval in s. 1013.37(2). The emergency shelter plan must project, for each of the next 5 years, the hurricane shelter needs of the state, including periods of time during which a concurrent public health emergency may necessitate more space for each individual to accommodate physical distancing. In addition to information on the general shelter needs throughout this state, the plan must identify the general location and square footage of special needs shelters, by regional planning council region. The plan must also include information on the availability of shelters that accept pets. The Department of Health shall assist the division in determining the estimated need for special needs shelter space and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.~~

(3)(a) The division shall annually provide by October 15 to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report that includes~~, and the Governor~~ a list of facilities recommended to be retrofitted using state funds. State funds should be maximized and targeted to projects in counties ~~regional planning council regions~~ with hurricane evacuation shelter deficits. Additionally, the division shall prioritize on the list of recommended facilities other state-owned, municipal-owned, and county-owned public buildings, other than schools, for

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retrofitting using state funds. The owner or lessee of a public hurricane evacuation shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

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(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4)(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.

(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.

(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(5) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

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Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4)(a) By September 1, 2026, the department shall submit a Flood Inventory and Restoration Report to the Division of Emergency Management. The department must work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report, which must:

1. Identify priority infrastructure needs within each water management district jurisdiction that may result in flooding or property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding occurrences, based on flood zones identified by the Federal Emergency Management Agency, and the potential to flood from future significant storm events, such as hurricanes and tropical storms;

3. For each location identified in subparagraph 1. or subparagraph 2., include an inspection and maintenance schedule and specific information on the age of the infrastructure, upstream impacts, and other factors that may lead to system failure if unaddressed; and

4. Include a list of facilities prioritized for funding to address flooding issues.

(b) The owner of any priority infrastructure identified in the report must submit an inspection and maintenance schedule to the department.

(c) The department must review and update the report on a biannual basis. The report must provide information regarding compliance with the inspection and maintenance schedules, include any additional revisions based on storm event experience, and revise the list of facilities as new flooding events take place and new projects are implemented to alleviate infrastructure deficiencies which led to flooding events. The department

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must submit an updated report to the Division of Emergency Management by September 1 of each year in which the report is due.

Section 21. Paragraph (a) of subsection (9) of section 380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:

1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(11) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.

2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24.5 ~~24~~ hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be

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distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

(1) As used in this section, the term:

(a) "Controlling entity" means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) "Hoisting equipment" means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) "Mobile crane" means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) "Tower crane" means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2)(a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.

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3. Fixed booms on mobile cranes must be laid down whenever feasible.

4. Booms on hydraulic cranes must be retracted and stored.

5. The counterweights of any hoists must be locked below the top tie-in.

6. Tower cranes must be set in the weathervane position.

7. All rigging must be removed from hoist blocks.

8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) "Renovated building" means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site

plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

(4) This section expires June 30, 2028.

Section 29. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date this act becomes a law.

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Section 30. Except as otherwise provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 26, 2025.

Filed in Office Secretary of State June 26, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	3/30/26	Contact Name:	Jennifer Pryor
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

The proposed ordinance creates Section 1.09.00 of the Lake County Land Development Regulations to implement a local administrative process related to Section 28 of Chapter 2025-190, Laws of Florida (SB 180). The ordinance establishes a procedure whereby applicants may request relief from "more restrictive or burdensome" amendments to the Comprehensive Plan or Land Development Regulations adopted after August 1, 2024, if the subject property was damaged by specified hurricanes.

The ordinance requires applicants to submit a sworn and notarized statement demonstrating eligibility, including proof of storm damage and detailed legal and technical justification that newer regulations are more restrictive. The County Manager is granted authority to determine sufficiency, approve or deny the request, and the ordinance establishes an appeal process to the Board of County Commissioners.

Describe the direct impact of the ordinance upon the provision of affordable housing:

The ordinance creates additional procedural and evidentiary burdens that are **not required under state law**, thereby directly impeding the timely development and reconstruction of housing, including affordable housing.

Section 28 of SB 180 provides a **self-executing prohibition** on local governments adopting or enforcing more restrictive or burdensome regulations for qualifying properties. The statute does not authorize or require a discretionary local approval process to access this relief.

By requiring:

- A sworn notarized statement
- Detailed legal and regulatory comparisons
- A County Manager "good faith" determination
- A discretionary approval or denial process

the ordinance effectively transforms a **statutory right into a conditional entitlement**, which introduces delay, uncertainty, and additional cost.

These added steps will:

- Increase entitlement timelines
- Increase soft costs (legal, engineering, planning analysis)
- Create risk of denial despite statutory eligibility

All of these factors disproportionately impact affordable housing projects, which are highly sensitive to cost increases and delays.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

The ordinance shifts the burden of compliance from the local government (as intended by state law) to the property owner or developer.

This results in:

- Increased upfront costs to prove eligibility
- Increased legal exposure and uncertainty
- Potential denial of rights guaranteed under state law
- Delayed reconstruction of storm-damaged housing stock

For residents and taxpayers, particularly those needing affordable housing, this means:

- Slower replacement of damaged housing
- Reduced housing supply
- Increased housing costs due to constrained supply and higher development costs

The ordinance undermines the legislative intent of SB 180, which was to **expedite recovery and prevent regulatory barriers following disasters**.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

Negative Impacts:

1. **Conflict with State Law (SB 180):**
   The ordinance is inconsistent with Section 28 of Chapter 2025-190 because:
   By requiring an application, review, and approval process, the ordinance effectively **reimposes regulatory barriers that the statute expressly preempts**, making it legally vulnerable to challenge.

    - The statute prohibits local governments from adopting or enforcing more restrictive or burdensome regulations.
    - It declares such regulations **"null and void ab initio."**
    - It does not authorize local governments to impose procedural hurdles or discretionary review processes.
2. **Creation of Unlawful Discretion:**
   The County Manager is given authority to determine whether an applicant presents a "good faith claim," which is not a standard found in SB 180. This introduces subjective discretion where the statute provides a clear legal prohibition.
3. **Chilling Effect on Development:**
   Developers—particularly affordable housing providers—may avoid projects due to uncertainty, delay, and litigation risk.
4. **Increased Litigation Risk:**
   The ordinance invites legal challenges based on:
    - State preemption
    - Improper delegation of authority
    - Denial of statutory rights
5. **Administrative Inefficiency:**
   The process creates unnecessary administrative workload for both applicants and County staff without providing any additional statutory benefit.

Position of the Lake-Sumter Home Builders Association (LSHBA):

From the perspective of the Lake-Sumter Home Builders Association, this ordinance is fundamentally inconsistent with both the **intent and plain language of SB 180**.

Key concerns include:

- **State Preemption Violation:**
  The ordinance attempts to regulate an area where the Legislature has already established clear and controlling law.
- **Improper Burden Shifting:**
  The statute places the obligation on local governments to refrain from enforcing restrictive regulations. The ordinance improperly shifts that burden onto builders and property owners.
- **Increased Cost and Reduced Housing Supply:**
  Additional procedural requirements increase development costs, which directly impacts housing affordability and feasibility.
- **Delay of Post-Disaster Recovery:**
  SB 180 was enacted to accelerate rebuilding. This ordinance does the opposite by adding layers of review and potential denial.
- **Undermining Legislative Intent:**
  The ordinance converts a **clear statutory protection into a discretionary local process**, which is contrary to legislative intent.

Conclusion

The proposed ordinance is inconsistent with Section 28 of Chapter 2025-190, Laws of Florida, because it:

- Imposes additional procedural requirements not authorized by law
- Introduces discretionary review where the statute provides a clear prohibition
- Effectively reestablishes regulatory barriers deemed “null and void” by the Legislature

As a result, the ordinance will:

- Increase costs and delays in housing development
- Reduce the supply of affordable housing
- Expose the County to legal challenges
- Undermine disaster recovery efforts

The Lake-Sumter Home Builders Association strongly opposes the ordinance in its current form and recommends that the County instead implement administrative guidance that **directly applies SB 180 without additional procedural burdens**.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/20/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 42818
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Vacation Petition 1310-Request to vacate a portion of an unnamed platted ROW easement (Groveland Farms/East Redwing Rd/Montevista Rd)

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend adoption of a Resolution to vacate a portion of an unnamed platted Right-of-Way (ROW) easement lying between Tracts 31-34, as shown on the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 & 11, of the public records. The platted ROW easement to be vacated is located east of East Redwing Road, south and west of Montevista Road, and west of Lake Wash, within Section 33, Township 22 South, Range 25 East, in the unincorporated Groveland area.

The fiscal impact is $2,295 (revenue) and is within the Fiscal Year 2026 Budget. Commission District 1.

BACKGROUND SUMMARY: A vacation petition was filed to vacate a portion of an unnamed platted right-of-way (ROW) easement lying between Tracts 31-34, as shown on the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 & 11, of the public records.

The application was signed by Madelyn Damon, Esquire with Bret Jones, P.A., who is the attorney representative for Donald B. Bailey and Mary A. Bailey, former owners of Alternate Key 1438896, and Bradley R. Bailey, owner of Alternate Key 1025320. The current owner of Alternate Key 1438896 is now Jason D. Bailey, who is also represented by Madelyn Damon, Esquire (collectively the Applicant). According to the Applicant, the purpose of the vacation request is that the ROW serves no purpose.

The Applicant originally requested to vacate all but 25 feet of ROW from the centerline of East Redwing Road. However, Public Works recommended denial as it is in the best interest of the County to retain 33 feet of ROW from the centerline of East Redwing Road to meet current roadway classification standards (which equates to approximately 38,261 sq ft or +/- .88 acres). Retention of 33 feet from the centerline of East Redwing Road is also consistent with the previously vacated unnamed easement to the west of the property subject to this petition which was recorded in Official Record Book 1489, Page 1289, which is depicted on the attached aerial.

The Applicant initially did not agree with the County's recommendation to preserve 33

feet from the centerline and elected to have their application move forward to the January 20, 2026 Board of County Commissioners (Board) meeting to advertise the vacation request despite staff's recommendation of denial.

On January 20, 2026, at the approval to advertise the vacation petition, the Board recommended advertising the vacation with the County retaining the 33 feet of ROW from the centerline of East Redwing Road. The applicant subsequently agreed to proceed with the vacation based on staff's recommendation and the attached Resolution reflects the correct legal description, retaining the 33 feet of ROW. Due to delays in the applicant acquiring the updated legal and sketch that retained the 33 feet, the intended original public hearing date of February 24, 2026, had to be rescheduled for March 10, 2026. In addition, the County received an objection letter from Lumen and the applicant agreed to postpone the public hearing until April 14, 2026. The objection was resolved and a letter confirming no objection was received from Lumen.

The Office of Planning and Zoning has no comments or objections (see attached memo).

Letters of support are not required as the area to be vacated does not provide primary or secondary access to surrounding properties.

Surrounding property owners within 300 feet, the City of Groveland and utilities have been notified of this vacation request. This request has been advertised, and signs are posted to allow an opportunity for any unknown access issues to be identified.

Fiscal Impact: $2,295 (Revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5056260	341930		$2,295.00

Advertised Date: March 27, 2026 & April 3, 2026 Paper: The Daily Commercial

Attachments:

1.	Vicinity, Location, and Overview Maps
2.	VP1310 UPDATE MEMO 03-26-2026 (1)
3.	No Objection Ltr-Lumen - Vacate of Easement - 12550 E Redwing Rd
4.	Resolution for VP 1310_04-14-2026

STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 03/20/2026
Jeffrey Earhart	Approved - 03/21/2026
David Hill	Approved - 03/23/2026
Kerri Andrews	Approved - 03/23/2026
Jordan Salinger	Approved - 03/23/2026
Grace Burgos	Approved - 03/24/2026

Roberto Bonilla	Approved - 03/24/2026
Rachel Bartolowits	Approved - 03/25/2026
Ron Falanga	Approved - 03/25/2026
Kandace Pourbaix	Approved - 03/25/2026
Miranda Lanoue	Approved - 03/25/2026
Michelle Wilkinson	Approved - 03/26/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

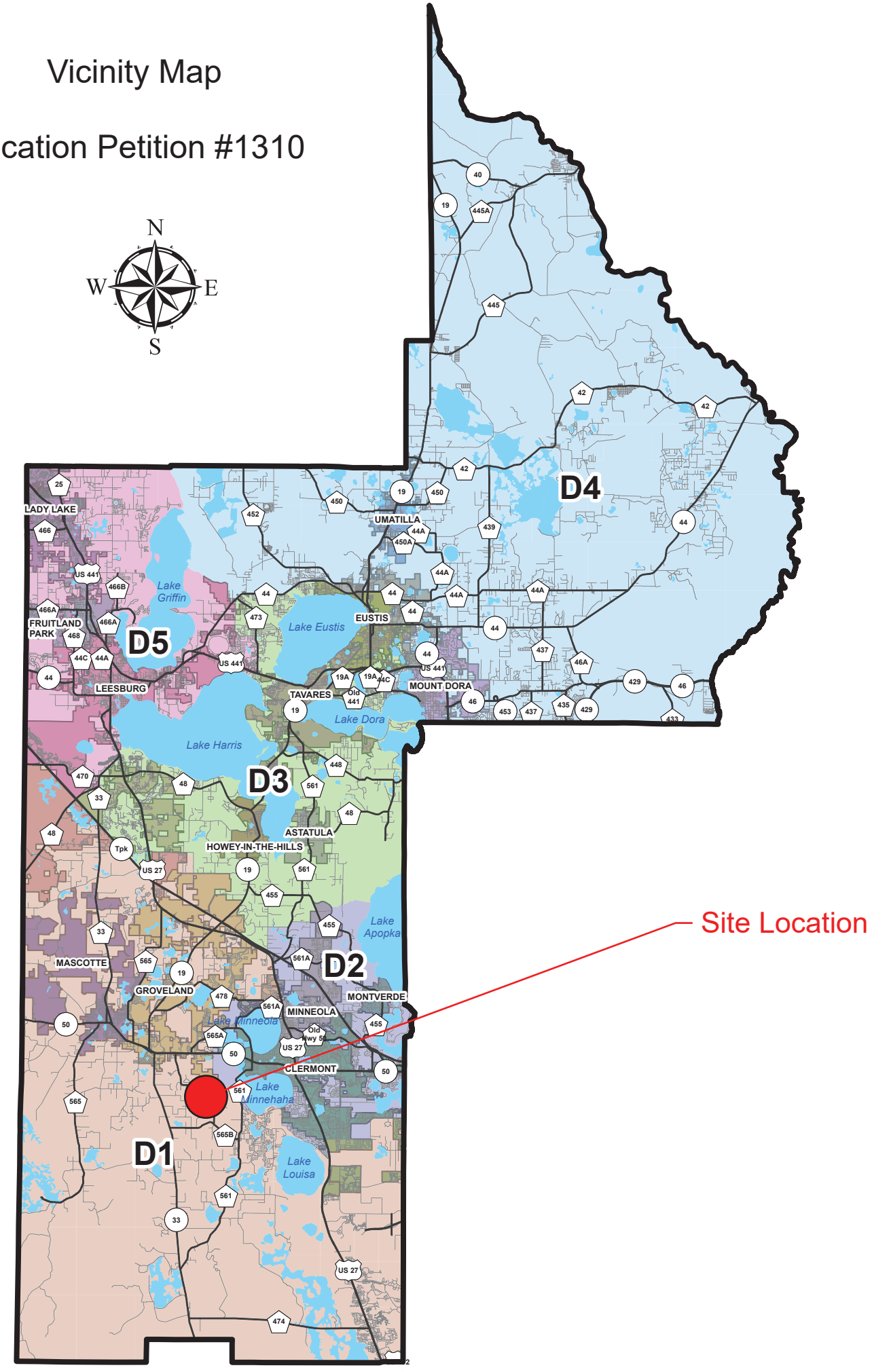
Action: New

Continued/Deferred Until:

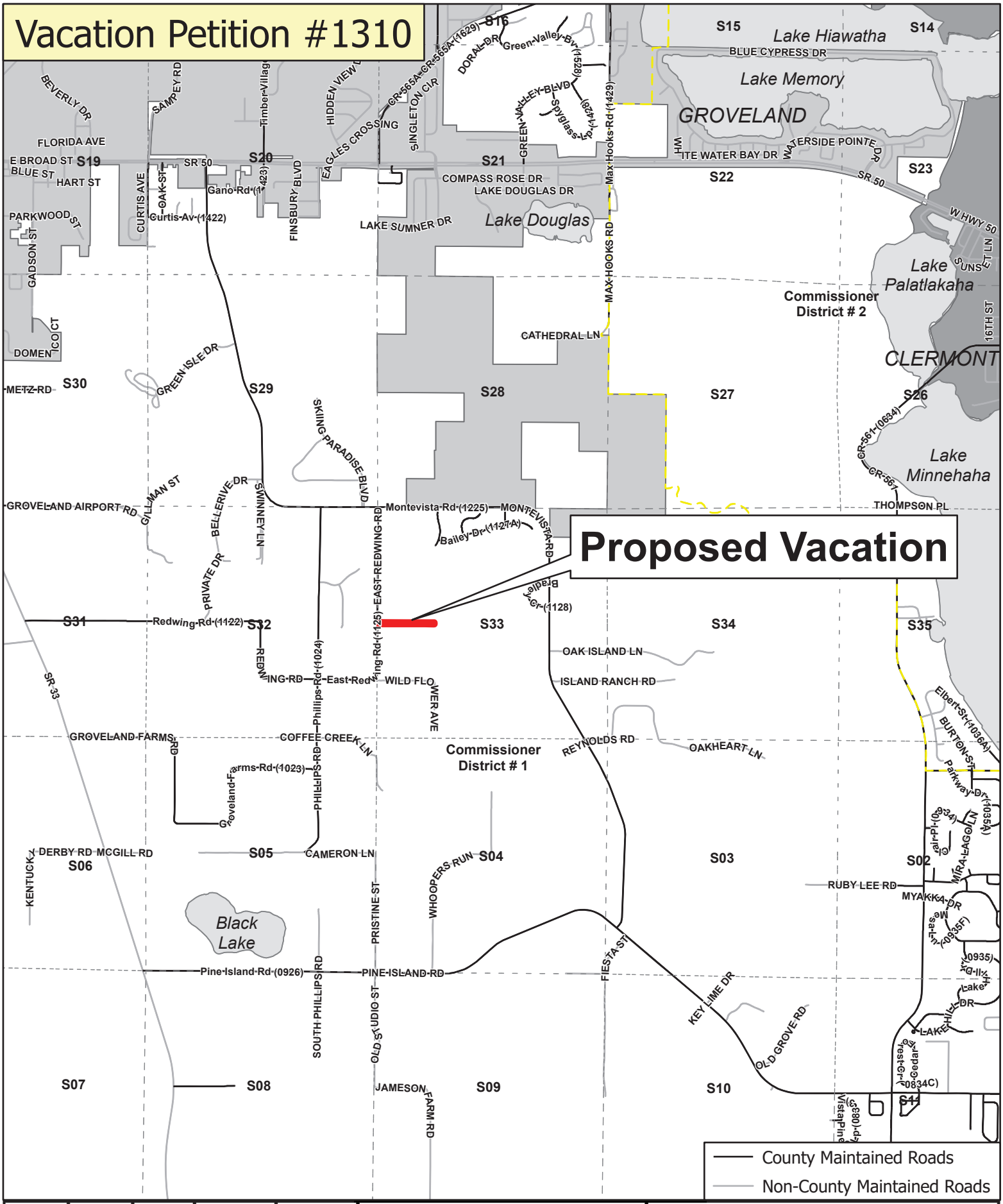
Other:

Vicinity Map

Vacation Petition #1310



Vacation Petition #1310



SECTION	TOWNSHIP	RANGE
33	22	25

PREPARED BY: EJW

DATE: 12/17/2025

N W E S

PRINT DATA

SCALE: NTS

PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT:

FILE PATH:

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

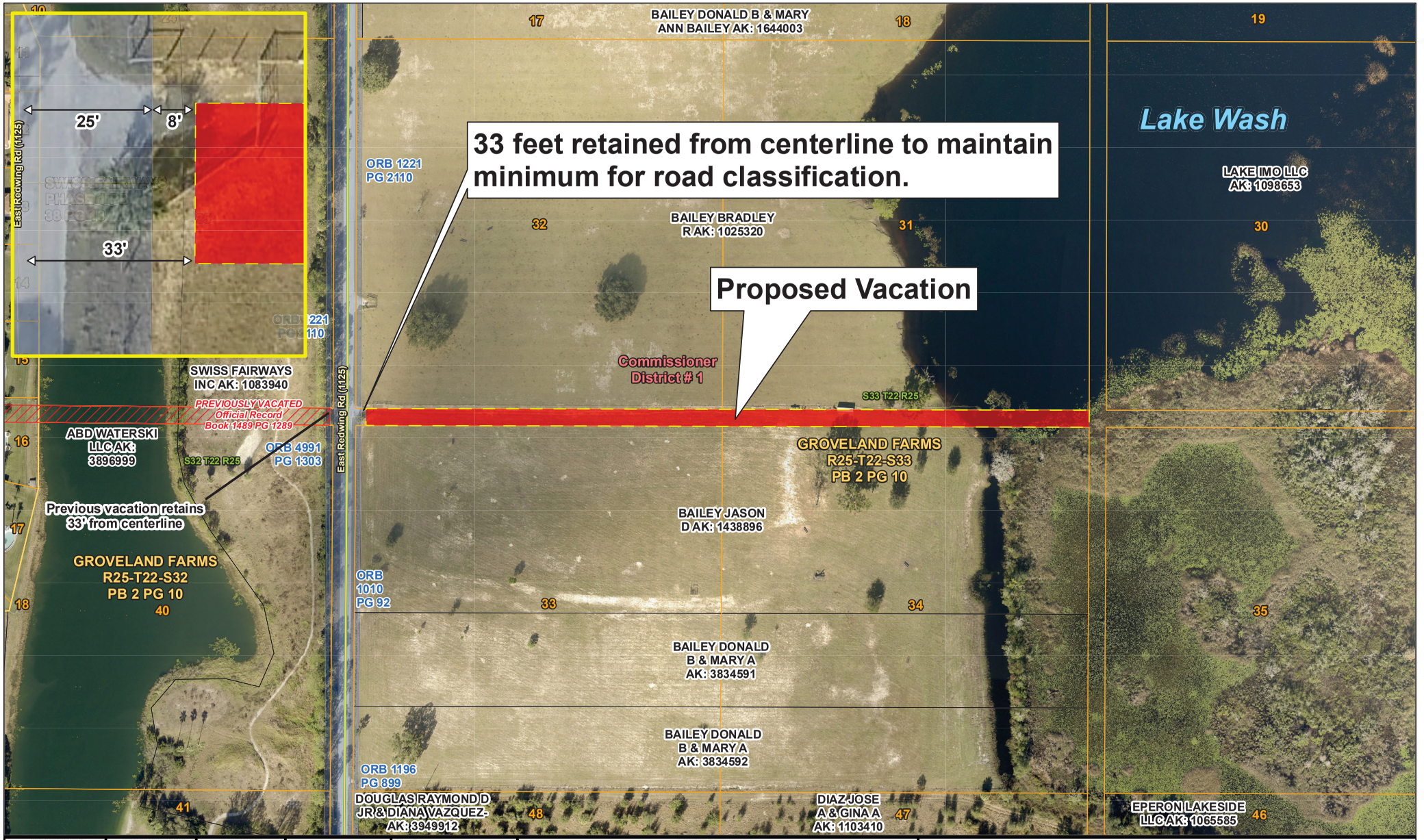
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY

TITLE AND LEGEND

VP 1310

Location Map

S:\PW Arcview\ArcView projects\VP\VP1310



SECTION	TOWNSHIP	RANGE
33	22	25

Prepared by: EJW Date: 02/03/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 11 x 17

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

VP 1310

(2022 Aerial)

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MEMORANDUM

Lake County Board of County Commissioners • Public Works Department/Engineering Division
350 N. Sinclair Ave., Tavares, FL 32778 • www.lakecountyfl.gov

To: Jeffrey Earhart, Engineering Director

From: Bryce Guyer, Right of Way Agent II *BG*

Date: December 18th, 2025 **UPDATE: March 26th, 2026,** *EW*

Subject: Vacation Petition #1310

UPDATE: The Applicant initially did not agree with the County's recommendation to preserve 33 feet from the centerline and elected to have their application move forward to the January 20, 2026, Board of County Commissioners (Board) meeting to advertise the vacation request despite staff's recommendation of denial. On January 20, 2026, at the approval to advertise the vacation petition, the Board recommended advertising the vacation with the County retaining the 33 feet of ROW from the centerline of East Redwing Road. The applicant subsequently agreed to proceed with the vacation based on staff's recommendation. Due to delays in the applicant acquiring the updated legal and sketch that retained the 33 feet, the intended original public hearing date of February 24, 2026, had to be rescheduled for March 10, 2026. In addition, the County received an objection letter from Lumen and the applicant agreed to postpone the public hearing until April 14, 2026. This objection was resolved and a letter of no objection was received.

Request: The request is to vacate a portion of an unnamed platted right-of-way easement lying between tracts 31-34 as shown on the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 & 11 of the public records. The platted right-of-way easement to be vacated is located east of East Redwing Road, south and west of Montevista Road and west of Lake Wash, within Section 33, Township 22 South, Range 25 East. This is in the Groveland area, Commissioner District 1.

The application has been signed by Madelyn Damon, Esq. of Bret Jones, P.A., representative for Donald B. Bailey and Mary A. Bailey, former owners of AK#1438896 and Bradley R. Bailey, owner of AK#1025320. The current owner of AK#1438896 is Jason D. Bailey, who is represented by Madelyn Damon, Esq. of Bret Jones P.A.

Access: Letters of support are not required as the area to be vacated does not provide primary or secondary access to surrounding properties.

Title: According to the applicant, the purpose of the vacation request is that the right-of-way serves no purpose.

Stormwater/Drainage/Utilities: Public Works Right of Way staff and Road Operations recommend retaining 33 feet of right-of-way from centerline of East Redwing Road to meet current roadway classification. The current proposal retains 25 feet of right-of-way from centerline. No concerns were provided by the Stormwater or Engineering Sections of Public Works.

Vacation Area: The area to be vacated is approximately 38,261 square feet (+/- 0.88 acres) with the 33 feet preserved.

Recommendation: Public Works staff will not consider a recommendation of support unless the County retains at least 33 feet from the centerline of East Redwing Road. Applicants' petition request would only keep 25 feet

Anthony Sabatini, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Timothy Morris, District 5

of right-of-way from centerline of East Redwing Road. Public Works recommends retaining 33 feet of right-of-way from centerline of East Redwing Road to meet current roadway classification.

The Office of Planning and Zoning has no comments or objections (see attached memo).

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MEMORANDUM

Lake County Board of County Commissioners • Office of Planning and Zoning
315 W. Main St., Tavares, FL 32778 • www.lakecountyfl.gov

To: Bryce Guyer, Right of Way Agent II

Through: Mike Fitzgerald, Director, Office of Planning and Zoning

From: Eddie Montanez, Planner I, Office of Planning and Zoning

Date: December 2, 2025

Subject: Proposed Vacation Petition #1310

Summary of Request

The request is to vacate a portion of the unnamed platted right-of-way easement lying between tracts 31 through 34 as shown on the Groveland Farms Plat, recorded in Plat Book 2, Pages 10 and 11 of the public records.

Staff Analysis/Comments

The purpose of the vacation request, according to the applicant, is that the right-of-way serves no purpose. The proposed vacation does not appear to cause any adverse effects to the subject parcel or adjoining parcels.

Staff Recommendation

The Office of Planning and Zoning has no objections to Vacation Petition #1310.

Anthony Sabatini, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Timothy Morris, District 5

Lacey Beier

Network Implemenation Engineer 1

501 McCormack St Leesburg, FL. 34748

telephone: 352-431-2214

Lacey.Beier@Lumen.com

Date: 03/16/2026

To: Madelyn Damon

Hi Madelyn,

Regarding the proposed Public Utility Vacate request at Parcel ID:01-22-24-5300-031-00000

Owner's Name: BAILEY BRADLEY R - Property address: 12550 E Redwing Rd, Groveland FL - Parcel ID:01-22-24-5300-031-00000

Do you have any utility lines at this location? (Yes/No) NO

1. Do you anticipate the need for use of this subject property? (Yes/No) NO
2. If you answered Yes to either of the above questions, please explain:
3. Do you object to this request? (Yes/No) NO
4. If yes to question 4, please indicate reason(s) for objection: CenturyLink has **NO** objection to this Vacate of Parcel ID: #

Thank you,

Lacey Beier

Network Implementation Engineer 1

RESOLUTION NO. 2026-_____, PAGE 1

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; APPROVING THE VACATION, DISCONTINUATION AND CLOSING OF A PORTION OF AN UNNAMED PLATTED RIGHT-OF-WAY EASEMENT THAT IS NO LONGER NEEDED FOR PUBLIC USE, IN THE GROVELAND AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A Petition to vacate, discontinue, and close a portion of an unnamed platted right-of-way easement, lying or being within the following described in **Exhibit A**, attached hereto, and incorporated herein, located within Lake County, has been presented to the Board of County Commissioners (Board) and said Petition is in proper order and form, and

WHEREAS, said Board did, on the 20th day of January 2026, authorize publication of notice of the hearing of said Petition to vacate, discontinue and close a portion of an unnamed platted right-of-way easement, and that said notice was duly published in the Daily Commercial, a newspaper of general circulation published in Lake County, Florida, on the 20th day of February 2026, and the 27th day of February 2026, due proof of which has been filed with this Board; and

WHEREAS, said notice required that all persons opposed to the vacating, discontinuing and closing of a certain portion of an unnamed platted right-of-way easement appear before the Board on the 10th day of March 2026, and present their objections if any; however, at the Public Hearing, the request to vacate was postponed at the applicant's request; and

WHEREAS, said Board did rescheduled the Public Hearing for April 14, 2026, for said Petition to vacate, discontinue and close a portion of an unnamed platted right-of-way easement, and that said notice was duly published in the Daily Commercial, a newspaper of general circulation published in Lake County, Florida, on the 27th day of March 2026, and the 3rd day of April 2026, due proof of which has been filed with this Board; and

WHEREAS, at the rescheduled Public Hearing, said Board has, on the 14th day of April 2026, at its regular meeting at 9:00AM, at its Commission Chamber at Tavares, Lake County, Florida, considered said Petition to vacate, discontinue and close a portion of an unnamed platted right-of-way easement and considered the advisability of the vacation, discontinuation and closing of any right of Lake County and the public, in and to the above described portion of an unnamed platted right-of-way easement and the advisability of vacating, discontinuing, and closing of the same; and

WHEREAS, it appears to this Board that the continued dedication thereof of said platted right of way can serve no useful purpose to the public and the Board finds that this vacation, discontinuation, and closing of said platted right of way is in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, that:

Section 1. The platted right of way hereinabove, more particularly described, shall be henceforth vacated, discontinued, and closed.

Section 2. The Board of County Commissioners, acting for Lake County and the public, does hereby vacate, discontinue, and close any right, title or interest in and to said platted right of way.

Section 3. The title to said platted right of way shall be vested in accordance with law.

Section 4. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 14th day of April 2026, in regular session of the Lake County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

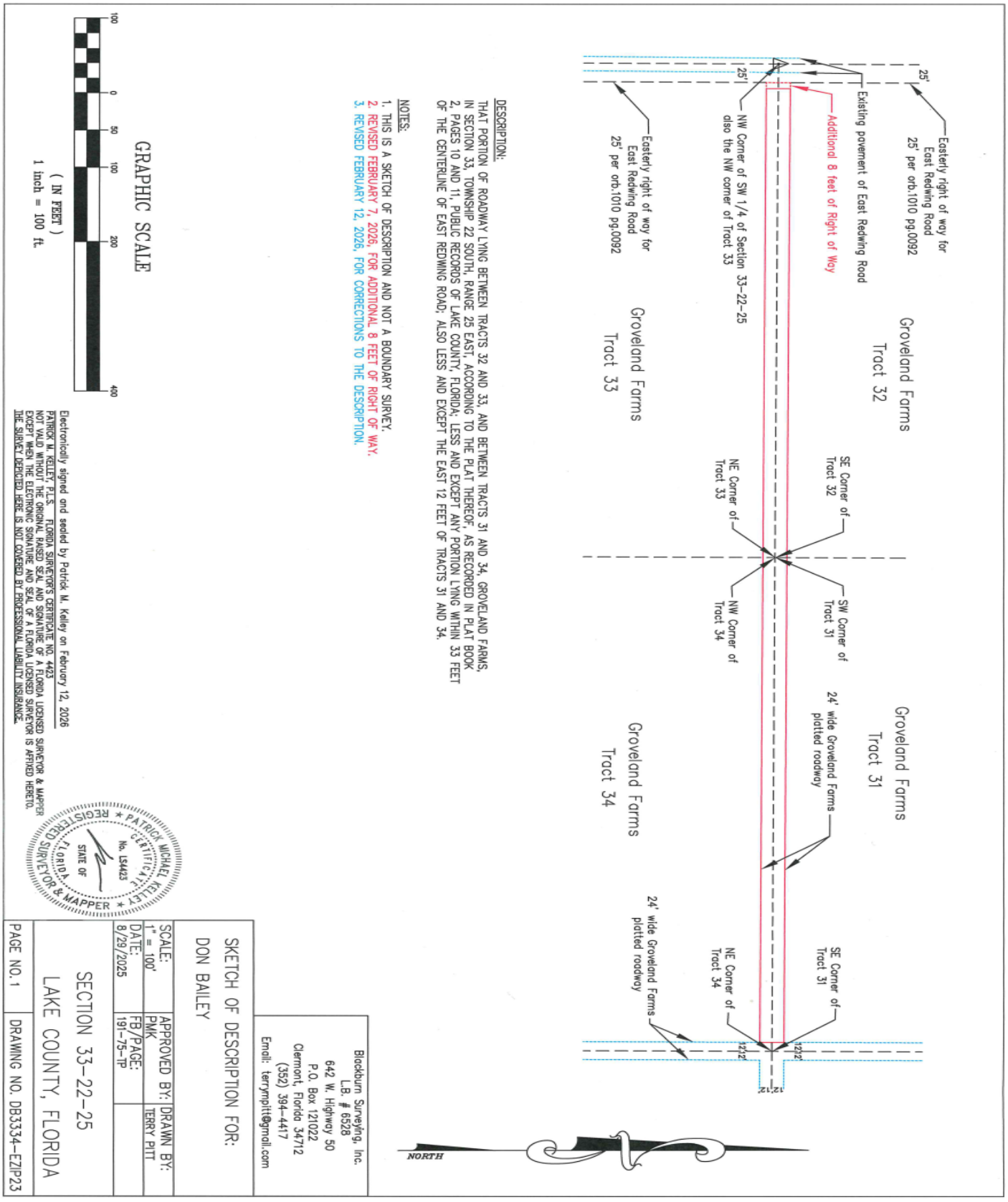
ATTEST:

_____
Gary J. Cooney, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

EXHIBIT A



DESCRIPTION:

THAT PORTION OF ROADWAY LYING BETWEEN TRACTS 32 AND 33, AND BETWEEN TRACTS 31 AND 34, GROVELAND FARMS, IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS AND EXCEPT ANY PORTION LYING WITHIN 33 FEET OF THE CENTERLINE OF EAST REDWING ROAD; ALSO LESS AND EXCEPT THE EAST 12 FEET OF TRACTS 31 AND 34.

NOTES:

1. THIS IS A SKETCH OF DESCRIPTION AND NOT A BOUNDARY SURVEY.
2. REVISED FEBRUARY 7, 2026, FOR ADDITIONAL 8 FEET OF RIGHT OF WAY.
3. REVISED FEBRUARY 12, 2026, FOR CORRECTIONS TO THE DESCRIPTION.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

Electronically signed and sealed by Patrick M. Kelley on February 12, 2026

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER EXCEPT WHEN THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR IS AFFIXED HERETO. THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

REGISTERED FLORIDA SURVEYOR & MAPPER PATRICK MICHAEL KELLEY CERTIFICATE No. LS4423 STATE OF

Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Email: terrympitt@gmail.com

SKETCH OF DESCRIPTION FOR: DON BAILEY			
SCALE: 1" = 100'	APPROVED BY: PMK	DRAWN BY: TERRY PITT	
DATE: 8/29/2025	FB/PAGE: 191-75-TP		
SECTION 33-22-25 LAKE COUNTY, FLORIDA			
PAGE NO. 1	DRAWING NO. DB3334-EZIP23		

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COMMISSIONERS

MEETING DATE: 4/14/2026
ITEM TYPE: Action Item
ITEM ID: 41096

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/27/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42834
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Discussion and direction on a proposed Ordinance amending Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits*, to require a Homeowners Association Compliance Affidavit with Zoning Permit Applications.

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on a proposed Ordinance amending Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits*, to require a Homeowners Association Compliance Affidavit with Zoning Permit Applications.

There is no fiscal impact.

BACKGROUND SUMMARY: Pursuant to Section 720.3035, Florida Statutes, a homeowners' association, if authorized through a declaration of covenants, may create committees to ensure compliance with those covenants. Property owners subject to a declaration of covenants oftentimes are not aware that improvements to their lots must be reviewed and approved by their homeowners' association. Discussion and direction is sought on a proposed Ordinance amending Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits*, to require a property owner to submit an affidavit with every zoning permit application confirming that they have complied with any applicable architectural review requirements of a mandatory homeowner's association, should one exist.

If the Board directs this Ordinance to move forward, it will be presented to the Planning & Zoning Board for consideration and recommendation at the next available meeting before coming back to the Board for a final public hearing to consider adoption.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Proposed Ordinance
2.	HOA Affidavit
3.	Business Impact Estimate_HOA Affidavit Permit Compliance

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 03/27/2026
Melanie Marsh	Approved - 03/27/2026
Misty Spahn	Approved - 03/30/2026
Michael Fitzgerald	Approved - 03/31/2026
Kathleen Dial	Approved - 03/31/2026
Kandace Pourbaix	Approved - 03/31/2026
Miranda Lanoue	Approved - 03/31/2026
Jaime Stewart	Approved - 03/31/2026
Melanie Marsh	Approved - 04/01/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to amend Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits,* to require a property owner to submit an affidavit with every zoning permit application confirming that they have complied with any applicable architectural review requirements of a mandatory homeowner's association, if one exists where the property is located, or that they have complied with any applicable restrictive covenants.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 14.14.02, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT, ENTITLED *ZONING PERMITS,* TO REQUIRE THE SUBMISSION OF AN AFFIDAVIT CONFIRMING COMPLIANCE WITH MANDATORY HOA OR OTHER RESTRICTIVE COVENANTS WITH EACH ZONING PERMIT APPLICATION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 720.3035, Florida Statutes, a homeowners' association, if authorized through a declaration of covenants, may create committees to ensure compliance with those covenants; and

WHEREAS, in the absence of a mandatory homeowners' association, there may also be restrictive covenants that govern individual properties; and

WHEREAS, lot owners subject to a declaration of covenants oftentimes are not aware that improvements to their lots must be reviewed and approved by their homeowners' association, or that are otherwise subject to restrictive covenants ; and

WHEREAS, the Board finds that imposing the requirement that a property owner submit an affidavit confirming compliance with the covenants that govern the community in which the property is located is in the best interests of the residents of Lake County, Florida.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Amendment.** Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Zoning Permits,* is hereby created to read as follows:

14.14.02 Zoning Permits

A. Generally. A zoning permit Shall be required prior to the issuance of any building permit or sign permit. Applications for a zoning permit Shall be available from the County Manager or designee.

B. Submittal Requirements. For any proposed residential or commercial building or structure, any proposed addition to an existing residential or commercial building or structure, any proposed residential or commercial accessory building or structure, or boat dock, the County Shall require the following:

1. A zoning permit/building permit application completed by the applicant.
2. A copy of the current tax receipt or property record card and a copy of the current recorded warranty deed.
3. A plot plan depicting the submittal requirements in Subsection 14.14.02D so that it may be determined whether the proposed development complies with the ~~e~~County ordinances and regulations.
4. For properties located on non-county-maintained roads or rights-of-way, the property owner must sign an affidavit acknowledging that the road or right-of-way is non-county maintained and that the County does not have any responsibility for maintenance of the road or right-of-way unless it is voluntarily assumed by action of the Board of County Commissioners.

C. Expiration of Zoning Permit Approval. Zoning permits Shall expire and become null and void within thirty (30) calendar days from the date of issuance of the permit, unless a completed application for a building permit has been submitted within the thirty (30) calendar days. ~~However, any zoning permit issued prior to the effective date of these regulations Shall expire and become null and void ninety (90) calendar days from the date of issuance of such permit.~~

D. Plot Plan.

1. Submittal Requirements. For any proposed residential building, or structure, any proposed addition to an existing residential building or structure, any proposed residential accessory building or structure, or boat dock, the County Shall require a plot plan drawn to scale. The following Shall be included or shown in the submittal:

a. All property lines.
b. All road rights-of-way with road names labeled, if applicable.
c. All easements.
d. The location of the proposed building or structure that is to be occupied, the location of the proposed accessory building or structure, or the proposed location of the boat dock, including all setbacks.
e. The location of all existing buildings or structures, including proposed additions.
f. The location of all adjacent surface water bodies, wetlands, jurisdiction wetland line or high water line when necessary to establish a setback distance that is not available with the current information possessed by staff.
g. The location of special flood hazard areas showing base flood elevation and lowest adjacent grade to proposed structure.

h. On parcels which contain or abut water bodies, wetlands or are located in a flood hazard area, an Affidavit of No Wetland Alteration is required prior to the issuance of a building permit. If alteration of wetlands is proposed, the applicant must show proof of all applicable permits from the appropriate agencies; Florida Department of Environmental Protection, St. Johns River Water Management District, Southwest Florida Water Management District and U.S. Army Corps of Engineers.

i. The location of the septic tank, drain field and well.

j. If the lot is located in a subdivision with an approved mass grading plan, those sections of the mass grading plan which include the lot and all adjoining lots Shall be provided. If the lot approval is proposed using the simplified approval procedure set forth in subsection 9.11.00.E. of these Regulations, relative elevation changes Shall be shown on the plot plan. If the lot requires the submittal of a lot grading plan as provided in subsection 9.11.00.F., such plan Shall be provided.

The applicant must depict the above submittal requirements on the plot plan so that it may be determined whether the development complies with county ordinances and regulations.

2. Preparation.

a. An engineer, surveyor, general contractor, building contractor, residential contractor, landscape architect registered with the State of Florida, or property owner Shall prepare a plot plan.

b. If a plot plan is superimposed upon a professional engineer, surveyor or landscape architect's work, a note Shall be placed on the plot plan and signed by the applicant stating that this has been done. The note Shall state "this is not an original plan or survey."

c. A surveyor licensed and registered with the State of Florida is required to certify existing elevations and topography, and provide jurisdictional wetland line when required. An engineer or landscape architect is required for proposed improvements and changes to existing drainage patterns.

3. Submittal Requirements.

a. All plot plans Shall be drawn at an appropriate scale not less than one (1) inch equals forty (40) feet (1" = 20 or 1" = 30 scale may also utilized), unless the County Manager or designee determines that a different scale is sufficient or necessary for proper review of the proposal, or another provision of these regulations requires a different scale.

b. The plans Shall be either eight and one-half (8½) inches by eleven (11) inches; or seventeen (17) by eleven (11) inches in size. A one-half (½) inch margin Shall be provided on all sides.

c. The name, address and telephone number of the owner(s) of the property. Where a corporation or company is the owner of the property, the name and address of the president and secretary of the entity Shall be shown.

d. Name, business address, and telephone number of those individuals responsible for the preparation of the drawing(s), if not the owner.

4. Compliance.

a. The issuance of a ~~building~~zoning permit does not ~~assure~~ensure that the ~~building~~required setbacks have been met or that the structure does not encroach on

an easement. The owner and/or contractor have the sole responsibility of determining compliance with setbacks and non-encroachment of easements.

b. If the County determines the structure does not meet applicable setbacks or improperly encroaches on an easement the owner is responsible for moving the structure, restoring the easement to its original condition, or otherwise making the structure comply with County setbacks and other land use requirements.

c. Issuance of a zoning permit cannot be relied upon to assert a claim of estoppel against the County if the property identified within the permit cannot be developed due to the inability to meet other applicable requirements of the Land Development Regulations. The property owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

E. Upon completion of work authorized by a development order or permit, and before the development is occupied, the developer Shall apply to the County for a certificate of occupancy. The County Shall inspect the work and issue.

F. Affidavit of Compliance with Homeowners Association Architectural Requirements or Other Restrictive Covenants.

1. At the time of submission of an application for a zoning permit, the property owner shall submit an affidavit certifying that they have complied with any applicable architectural review requirements, or other applicable provisions, contained within the restrictive covenants that govern the property subject to the zoning permit. If there are no binding restrictive covenants, the affidavit shall state the same. For new subdivisions where the homeowner's association is still under developer control, developer's representative shall still be required to complete the affidavit selecting the developer control option. The affidavit shall be in a form as provided by the County Manager or designee.

2. Nothing herein shall require the County Manager or designee to verify the information contained within the affidavit, nor shall the County Manager or designee notarize the affidavit. Further, nothing herein shall create a cause of action against the County for failure to verify or obtain the affidavit.

3 A zoning permit issued without receipt of an affidavit or issued based upon false information contained within the affidavit, shall not be revoked, cancelled, nor shall inspections or final approvals be withheld.

4. The requirement for an affidavit shall be for the purposes of ensuring that property owners are aware of requirements contained within restrictive covenants and is not to be used for purposes of denying or otherwise impacting the County's ability or obligation to issue or finalize permits when in compliance with all other provisions of state law, the Lake County Code and/or Land Development Regulations.

5. Nothing herein shall be construed to authorize or require Lake County to interpret, enforce, or mediate disputes related to private restrictive covenants or architectural review requirements.

Section 4. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 7. **Effective Date.** This Ordinance shall become effective as provide for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Office of Planning and Zoning

Affidavit of Compliance with Homeowner Association Architectural Review Requirements

(Pursuant to Section 14.14.02, Lake County Code, Appendix E, Land Development Regulations)

Date: _____

County of Lake, State of Florida

Before me, the undersigned authority, personally appeared _____ {full legal name of property owner}, who, being duly sworn, deposes and states as follows:

1. I am the owner of the real property located at _____ {street address}, Lake County, Florida, identified by Alternate Key No. _____ (the "Property"). I am applying for a zoning permit for the Property from Lake County, with intent to file for a building permit within the next thirty (30) calendar days.

2. I understand that at the time of submission of an application for a zoning permit, the property owner shall submit an affidavit certifying compliance with any applicable architectural review requirements, or other provisions, contained within the restrictive covenants that govern the Property subject to the permit, or if there are no binding restrictive covenants, the affidavit shall state the same.

3. By this Affidavit, I certify, under penalty of perjury, that (select applicable one):

___ (a) The Property is subject to binding restrictive covenants and/or a mandatory homeowners' association that imposes architectural review requirements, and I have complied with all applicable architectural review requirements for the improvements described in my zoning permit application, and future building permit application, including obtaining any required approvals from the homeowners' association architectural review committee or other authorized body; or

___ (b) The Property is not subject to any binding restrictive covenants imposing architectural review requirements, and no mandatory homeowners' association with architectural review authority exists for the Property.

___ (c) The Property is within a subdivision where the homeowner's association is controlled by the Developer or Homebuilder and is not subject to architectural review.

4. I acknowledge that Lake County is not required to verify the information contained within this Affidavit and that nothing in the Affidavit creates a cause of action against Lake County for failure to verify or obtain this Affidavit.

5. I acknowledge that nothing in this Affidavit shall be construed to authorize or require Lake County to interpret, enforce, or mediate disputes related to private restrictive covenants or architectural review requirements.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ( ) physical presence or ( ) online notarization, this ____ day of _____, 2026, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(SEAL)

_____
Notary Signature
Printed Name _____

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to create a requirement for an affidavit of compliance with each building and zoning permit application confirming compliance with mandatory HOA covenants. Imposing this requirement is in the best interest of the residents of Lake County, Florida, and assures that property owners are aware of the requirements contained within restrictive covenants.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Property owners or businesses and contractors wishing to develop or improve property will be required to comply with this Ordinance, if a zoning permit is required. No new charges or revenues will occur due to this requirement, however, businesses that are not aware of the new requirement could experience a delay in obtaining a zoning permit.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any business or contractor that works with property owners to develop or make improvements to property, and that requires a zoning permit, will be affected. Likewise, this Ordinance will affect owner-builders who need a zoning permit.

4. Any additional information:

This requirement will add an additional step in the process of obtaining a zoning permit.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COUNTY ATTORNEY

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42888

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Melanie Marsh	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/02/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42887
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: Section 1011.73(2) authorizes the district school board to adopt a resolution directing the county commissioners to call an election in which the electors within the school district may approve an ad valorem tax millage as authorized under Section 1011.71(9), Florida Statutes, which allows the imposition of an ad valorem tax millage for school operational purposes up to an amount, that combined with the nonvoted millage levied, does not exceed a combined 10-mill limit.

On February 23, 2026, the School Board of Lake County adopted Resolution No. 2026-02 directing the Board of County Commissioners to call for a referendum by the electors, in conjunction with the general election to be held on November 3, 2026, on an additional school district ad valorem millage tax beginning in 2027 and ending four (4) years thereafter. This proposed Ordinance will also set the ballot language for the general election.

If approved to advertise, the Public Hearing on the proposed Ordinance will be scheduled for April 28, 2026. Approving this Ordinance is a ministerial function of the Board of County Commissioners.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Proposed Ordinance & Ballot Language_Spanish
3.	Resolution 2026-02_School District Additional Operating Millage
4.	Business Impact Estimate_School Operating Millage

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/02/2026
Melanie Marsh	Approved - 04/02/2026
Kandace Pourbaix	Approved - 04/02/2026
Miranda Lanoue	Approved - 04/03/2026
Jaime Stewart	Approved - 04/03/2026
Melanie Marsh	Approved - 04/03/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

ORDINANCE NO. 2026 - ___

AN ORDINANCE OF LAKE COUNTY, FLORIDA, PROVIDING FOR THE LEVY OF AN ADDITIONAL ONE (1) MILL SCHOOL DISTRICT AD VALOREM MILLAGE TAX IN LAKE COUNTY FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JULY 1, 2027 AND ENDING FOUR (4) YEARS THEREAFTER PURSUANT TO SECTION 1011.71(9), FLORIDA STATUTES; PROVIDING FOR THE REFERENDUM TO BE HELD ON NOVEMBER 3, 2026; PROVIDING BALLOT LANGUAGE; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING FOR NOTIFICATION TO THE STATE OF FLORIDA, DEPARTMENT OF REVENUE; PROVIDING A CONFLICT CLAUSE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1011.71(9), Florida Statutes, allows the district school board of a county to impose, in addition to other taxes allowed by law, an ad valorem tax millage for school operational purposes up to an amount, that combined with the nonvoted millage levied under this section, does not exceed the 10-mill limit; and

WHEREAS, Section 1011.73(2), Florida Statutes, authorizes the district school board to adopt a resolution at a regular meeting which shall direct the county commissioners to call an election in which the electors within the school district may approve an ad valorem tax millage as authorized under Section 1011.71(9), Florida Statutes; and

WHEREAS, the School Board did approve a resolution on February 23, 2026, making such request of the Board of County Commissioners.

NOW THEREFORE be it ordained by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Referendum.** Pursuant to Sections 1011.71(9) and 1011.73(2), Florida Statutes, a referendum shall be held on November 3, 2026, in which the electors of Lake County may vote on the imposition of a levy up to an additional one (1) mill school district ad valorem millage tax. The form of ballot for said special election shall be as follows:

BALLOT TITLE: **LAKE COUNTY SCHOOL DISTRICT AD VALOREM TAX FOR TEACHER PAY AND SCHOOL SAFETY**

BALLOT QUESTION: To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independence citizen review committee?

____ YES

____ NO

Section 2. **Notice of Election.** A notice of the special election shall be published in a newspaper of general circulation in Lake County at least twice, once in the fifth week and once in the third week prior to the week of November 2, 2026.

Section 3. **Notice of Passage.** The Clerk of the Board of County Commissioners is directed to notify the Supervisor of Elections and the State of Florida, Department of Revenue ("Department") immediately upon the passage of this Ordinance. The Clerk of the Board of County Commissioners is further directed to notify the Department of the outcome of the referendum election within ten (10) days of the date of said election. Said notice shall include the time period during which the levy will be in effect, a copy of this Ordinance, and such other information as the Department shall require by rule.

Section 4. **Supervisor of Elections; Authority.** The Supervisor of Elections is hereby granted the authority to correct any scrivener errors associated with the ballot language so long as the intent and substance of the same is not changed.

Section 5. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the intent of the Board of County Commissioners to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons,

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

Section 6. **Conflict.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict unless otherwise addressed herein.

Section 7. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 8. **Effective Date.** This ordinance shall take effect as provided for by law.

ENACTED this day of _____ day of _____, 2026.

FILED with the Secretary of State the ____ day of _____, 2026.

EFFECTIVE _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney , Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

ORDENANZA NO. 2026 - ___

UNA ORDENANZA DEL CONDADO DE LAKE, FLORIDA, QUE DISPONE LA IMPOSICIÓN DE UN IMPUESTO ADICIONAL DE UN (1) MILL DE AD VALOREM DEL DISTRITO ESCOLAR EN EL CONDADO DE LAKE PARA FINES OPERACIONALES POR UN PERÍODO QUE NO EXCEDA CUATRO (4) AÑOS; QUE ESTABLECE LA APROBACIÓN DE LA IMPOSICIÓN POR LOS VOTANTES MEDIANTE REFERÉNDUM; QUE ESTABLECE QUE LA IMPOSICIÓN SERÁ EFECTIVA A PARTIR DEL 1 DE JULIO DE 2027 Y TERMINARÁ CUATRO (4) AÑOS DESPUÉS, DE CONFORMIDAD CON LA SECCIÓN 1011.71(9), ESTATUTOS DE FLORIDA; QUE DISPONE LA REALIZACIÓN DEL REFERÉNDUM EL 3 DE NOVIEMBRE DE 2026; QUE DISPONE EL LENGUAJE DE LA BOLETA; QUE DISPONE EL AVISO DE LA ELECCIÓN; QUE DISPONE LA NOTIFICACIÓN AL ESTADO DE FLORIDA, DEPARTAMENTO DE INGRESOS; QUE DISPONE UNA CLÁUSULA DE CONFLICTO; QUE DISPONE SU PRESENTACIÓN ANTE EL DEPARTAMENTO DE ESTADO; Y QUE DISPONE UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO que la Sección 1011.71(9), Estatutos de Florida, permite a la junta escolar del distrito imponer, además de otros impuestos permitidos por la ley, un millaje ad valorem para fines operativos del distrito escolar hasta una cantidad que, combinada con el millaje no votado establecido en esta sección, no exceda el límite de 10 mills; y

CONSIDERANDO que la Sección 1011.73(2), Estatutos de Florida, autoriza a la junta escolar del distrito a adoptar una resolución en una reunión regular que ordene a los comisionados del condado convocar una elección en la cual los electores del distrito escolar puedan aprobar un millaje ad valorem conforme a la Sección 1011.71(9) , Estatutos de Florida; y

CONSIDERANDO que la Junta Escolar aprobó una resolución el 23 de febrero de 2026 solicitando lo anterior a la Junta de Comisionados del Condado.

POR LO TANTO se ordena por la Junta de Comisionados del Condado de Lake, Florida, lo siguiente:

Sección 1. **Referéndum.** De conformidad con las Secciones 1011.71(9) y 1011.73(2), Estatutos de Florida, se llevará a cabo un referéndum el 3 de noviembre de 2026 para que los electores del Condado de Lake voten sobre la imposición de un impuesto adicional de un (1) mill ad valorem del distrito escolar. La boleta será la siguiente:

TÍTULO DE LA BOLETA: IMPUESTO AD VALOREM DEL DISTRITO ESCOLAR DEL CONDADO DE LAKE PARA PAGO A MAESTROS Y SEGURIDAD ESCOLAR

PREGUNTA DE LA BOLETA: Para aumentar el salario de los maestros, reclutar y retener maestros, mejorar la seguridad escolar conforme a la Ley Marjory Stoneman Douglas, y mejorar los servicios de salud mental estudiantil, ¿deberá el Distrito Escolar recaudar hasta un (1) mill de impuestos ad valorem por cuatro años, compartiendo fondos con escuelas

charter elegibles de acuerdo con su proporción de inscripción, con todos los gastos permaneciendo locales y supervisados por un comité ciudadano independiente?
___ SÍ
___ NO

Sección 2. **Aviso de Elección.** Un aviso de la elección especial deberá publicarse en un periódico de circulación general en el Condado de Lake al menos dos veces: una vez en la quinta semana y otra en la tercera semana previas a la semana del 2 de noviembre de 2026.

Sección 3. **Aviso de Aprobación.** El Secretario de la Junta de Comisionados del Condado deberá notificar al Supervisor de Elecciones y al Departamento de Ingresos del Estado de Florida ("Departamento") inmediatamente después de la aprobación de esta Ordenanza. El Secretario también deberá notificar al Departamento sobre el resultado del referéndum dentro de los diez (10) días posteriores a la fecha de dicha elección. Este aviso deberá incluir el período de tiempo durante el cual estará vigente la imposición, una copia de esta Ordenanza, y cualquier otra información que el Departamento requiera por reglamento.

Sección 4. **Supervisor Electoral; Autoridad.** Se otorga al Supervisor Electoral la autoridad para corregir cualquier error tipográfico relacionado con el lenguaje de la boleta, siempre y cuando no se altere la intención ni el contenido sustantivo del texto.

Sección 5. **Divisibilidad de la(s) clausula(s).** Si cualquier sección, oración, cláusula, frase o palabra de esta Ordenanza fuera, por cualquier motivo, considerada o declarada inválida, inconstitucional, inoperante o nula por un tribunal de jurisdicción competente, dicha determinación no afectará en modo alguno la validez de las demás disposiciones de esta Ordenanza; y se interpretará que la intención de la Junta de Comisionados del Condado fue aprobar esta Ordenanza sin la(s) parte(s) inconstitucional(es), inválida(s) o inoperante(s); y el resto de esta Ordenanza, después de excluir dicha(s) parte(s), se considerará y tendrá por válido, como si tales partes no hubieran sido incluidas en ella; ni tampoco afectará tal determinación la aplicabilidad de esta Ordenanza o cualquiera de sus disposiciones a cualquier persona, grupo de personas, propiedad, tipo de propiedad, circunstancias o conjunto de circunstancias, si se considerara inaplicable respecto de alguna de ellas.

Sección 6. **Conflicto.** Cualquier ordenanza o parte de la misma que entre en conflicto con esta Ordenanza o con cualquier parte de ella queda por la presente derogada en la medida del conflicto, a menos que se disponga lo contrario en este documento.

Sección 7. **Archivar ante el Departamento de Estado.** El Secretario queda por la presente instruido a enviar de inmediato una copia electrónica de esta Ordenanza al Secretario de Estado del Estado de Florida, de conformidad con la Sección 125.66, Estatutos de Florida.

Sección 8. **Fecha de Entrada en Vigor.** Esta ordenanza entrará en vigor según lo dispuesto por la ley.

PROMULGADO este día de _____ día de _____, 2026.

ARCHIVADO ante el Secretario de Estado el _____ día de _____, 2026.

ENTRADA EN VIGOR el _____, 2026.

AUTENTIFICAR:

Gary J. Cooney , Secretario de la
Junta de Comisionados del Condado
de Lake, Florida

JUNTA DE COMISIONADOS DEL CONDADO
DEL CONDADO DE LAKE, FLORIDA

Leslie Campione, Presidenta

Este ___ día de _____, 2026.

Aprobado en cuanto a forma y legalidad:

Melanie Marsh, Abogada del Condado

LAKE COUNTY SCHOOLS
AN A-RATED DISTRICT
2025

201 West Burleigh Boulevard, Tavares, FL 32778-2496
(352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

RECEIVED
FEB 24 2026
BCC OFFICE

February 24, 2026

The Honorable Leslie Campione, Chair
and Members, Lake County Board of County Commissioners
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778

Re: Request to Call School District Additional Operating Millage Referendum-November 3, 2026

Dear Chair Campione and Commissioners:

At a regular meeting held, February 9, 2026, the Lake County School Board adopted Resolution 2026-02, then amended the Resolution at the regular meeting, February 23, 2026, directing the Lake County Board of County Commissioners to call a referendum election to be held in conjunction with the November 3, 2026, General Election for the purpose of submitting to the electors of the School District a question authorizing the School Board to levy up to one (1.000) mill of ad valorem taxes for school operational purposes for a period not to exceed four (4) years, as authorized by sections 1011.7l(9) and 1011.73(2), Florida Statutes.

We respectfully request that the County Commission take action as soon as practicable to adopt the county resolution calling the referendum election in conjunction with the November 3, 2026, General Election and directing the Supervisor of Elections to place the question on the ballot. Prompt action supports timely ballot preparation and compliance with all applicable election deadlines.

Please advise District staff of any additional requirements. The School Board understands that, pursuant to section 1011.73(7), Florida Statutes, the School District is responsible for the publication notice and election-related expenses.

Sincerely,

Diane S. Kornegay
Superintendent
Lake County School District

DSK/nc

Enclosures: (2)
Certified Copy-School Board Resolution 2026-02 with ballot title and summary question
Template Resolution for Board of County Commissioners

RESOLUTION NO. 2026-02

A RESOLUTION OF THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, DIRECTING THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA TO CALL A REFERENDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION TO SUBMIT TO THE ELECTORS OF THE SCHOOL DISTRICT THE QUESTION OF AUTHORIZING THE SCHOOL BOARD TO LEVY UP TO ONE (1.000) MILL OF AD VALOREM TAXES FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY/SUBSTANCE OF THE MEASURE; PROVIDING FOR REQUIRED CHARTER SCHOOL SHARING; PROVIDING FOR ADMINISTRATION AND OVERSIGHT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1011.71(9), Florida Statutes, authorizes a school district, by local referendum held at a general election, to levy additional ad valorem millage for school operational purposes for a maximum of four (4) years, subject to the 10-mill constitutional limit; and

WHEREAS, Section 1011.73(2), Florida Statutes, provides that the district school board, pursuant to a resolution adopted at a regular meeting, shall direct the county commissioners to call an election at which electors may approve an ad valorem tax millage as authorized under section 1011.71(9), Florida Statutes; and

WHEREAS, Section 1011.73(4)(b), Florida Statutes, requires that the district school board provide the wording of the substance of the measure and the ballot title in the resolution calling for the election, and that the wording conform to section 101.161, Florida Statutes; and

WHEREAS, Section 1011.71(9), Florida Statutes, requires that funds levied pursuant to the additional millage be shared with charter schools based on each charter school's proportionate share of the District's total unweighted full-time equivalent (FTE) student enrollment, and that the referendum contain an explanation of the distribution methodology consistent with those requirements; and

WHEREAS, The School Board of Lake County, Florida, has determined that it is in the best interests of the School District and its students to submit to the voters the question of authorizing an additional operating millage levy, the proceeds of which would be used for the purposes stated in the ballot summary;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Referendum Election; Direction to County Commissioners.

Pursuant to sections 1011.71(9) and 1011.73(2), Florida Statutes, the School Board of Lake County, Florida, hereby directs the Board of County Commissioners of Lake County, Florida (the "County Commission") to call a referendum election to be held in conjunction with the November 3, 2026 General Election (the "Election") at which the qualified electors of the School District may approve an ad valorem tax millage levy for school operational purposes as described in this Resolution.

Section 2. Election Date; Conduct of Election.

The Election shall be held and conducted in the manner prescribed by law for holding general elections. The Election shall be held only at the general election scheduled for November 3, 2026.

Section 3. Ballot Title and Ballot Summary/Substance of Measure.

The ballot title and ballot summary/substance of the measure to be placed on the ballot shall be as follows (with a "YES" vote indicating approval and a "NO" vote indicating rejection):

> **BALLOT TITLE:** Lake County School District Ad Valorem Tax for Teacher Pay and School Safety
>
> **BALLOT SUMMARY/QUESTION:** To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independent citizen review committee?"

Section 4. Authorization Requested; Term; Annual Levy.

If approved by a majority of the electors voting on the measure, the School Board would be authorized to levy up to one (1.000) mill of ad valorem taxes for school operational purposes for a period not to exceed four (4) years. Any levy would be imposed through the annual budget and millage adoption (TRIM) process and may be set at a rate less than 1.000 mill in any year, in the discretion of the School Board, consistent with law.

Section 5. Charter School Sharing; Distribution Methodology.

Consistent with section 1011.71(9), Florida Statutes, funds generated by the additional millage, if approved and levied, shall be shared with eligible charter schools based on each charter school's proportionate share of the District's total unweighted FTE enrollment and used in a manner consistent with the purposes of the levy as described in the ballot summary/question. District administration is directed to implement a distribution and reporting methodology consistent with applicable law and any guidance from the Florida Department of Education.

Section 6. Oversight; Citizen Review Committee.

If the referendum is approved, the School Board intends to provide for local oversight of expenditures consistent with the ballot summary/question, including monitoring by an independent citizen review committee. The Superintendent is directed to return to the School Board with a recommended committee structure, membership criteria, and reporting cadence.

Section 7. Transmittals; Implementation.

The Chair of the School Board, the Superintendent, and the School Board Clerk (or their designees) are authorized and directed to take all actions necessary to implement this Resolution, including (without limitation) providing certified copies of this Resolution to the County Commission and the Lake County Supervisor of Elections, coordinating ballot proofing, and coordinating publication of required notice and payment of election-related expenses as required by law.

Section 8. Severability.

If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall continue in full force and effect.

Section 9. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED at a regular meeting of The School Board of Lake County, Florida, this 23rd day of February, 2026.

ATTEST:

Diane S. Kornegay, Superintendent
Date: 2-23-2026

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

William J. Mathias, Chairman
Date: 2-23-2026

Approved as to form and legal sufficiency:

School Board Attorney

SCHOOL BOARD OF LAKE COUNTY, FLORIDA
I HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in the public records.

Clerk of the School Board of Lake County
By Natalie Challenger
Dated 2-25-2026

TEMPLATE COUNTY COMMISSION RESOLUTION CALLING REFERENDUM ELECTION

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CALLING A REFERENDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION TO SUBMIT TO THE ELECTORS OF THE SCHOOL DISTRICT OF LAKE COUNTY, FLORIDA, THE QUESTION OF AUTHORIZING THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, TO LEVY UP TO ONE (1.000) MILL OF AD VALOREM TAXES FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING FOR THE BALLOT TITLE AND BALLOT SUMMARY; DIRECTING THE LAKE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE QUESTION ON THE BALLOT; PROVIDING FOR NOTICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida, has adopted Resolution No. [____] (the "School Board Resolution") directing the Board of County Commissioners of Lake County, Florida (the "County Commission") to call a referendum election pursuant to section 1011.73(2), Florida Statutes, to submit to the electors of the School District the question of authorizing an additional operating millage levy under section 1011.71(9), Florida Statutes; and

WHEREAS, the County Commission is authorized and directed to call the referendum election as requested by the School Board Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Calling of Referendum Election.

A referendum election is hereby called to be held in conjunction with the November 3, 2026 General Election for the purpose of submitting to the qualified electors of the School District of Lake County, Florida, the question set forth in Section 2 below.

Section 2. Ballot Title and Ballot Summary.

The ballot title and ballot summary/substance of the measure shall be as set forth in the School Board Resolution and reproduced below:

BALLOT TITLE: Lake County School District Ad Valorem Tax for Teacher Pay and School Safety

BALLOT SUMMARY/QUESTION: To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve

student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independent citizen review committee?"

Section 3. Direction to Supervisor of Elections.

The Lake County Supervisor of Elections is hereby directed to place the ballot title and ballot summary/question on the ballot for the November 3, 2026 General Election and to take all actions necessary for the conduct of the referendum in accordance with law.

Section 4. Notice of Referendum; Coordination.

Notice of the referendum election shall be published or posted as required by applicable law. The School District shall be responsible for publication costs and election expenses as provided by law and will coordinate with the Supervisor of Elections regarding formats and deadlines.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED by the Board of County Commissioners of Lake County, Florida, this ___ day of _____, 2026.

ATTEST:

_____

Clerk of the Circuit Court & Comptroller (as Clerk to the Board)

Date: _____

BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA

_____

Chair

Date: _____

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to provide for the levy of an additional one mill school district ad valorem millage tax in Lake County for school operational purposes for a period not to exceed four years, providing for approval of the levy by voters in a referendum.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

This ordinance would increase the millage rate for tax payers in Lake County, including commercial tax payers, by one mill.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All taxpayers in Lake County would be impacted for a period of up to four years if the levy is approved by voters in a referendum.

4. Any additional information:

The funds generated by this levy would support teacher recruitment and retention, enhance school safety, and improve student services. A strong school system is important for recruiting both businesses and workforce to a community. Additionally, the Lake County school system plays an important role in training and developing the workforce for local businesses and industry.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: DEVELOPMENT SERVICES

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 41110

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/19/2026 **MEETING DATE:** 4/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 42673
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Discussion and direction on establishing a minimum lot size, road frontage and landscape buffer from public roads for residential development

---

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on establishing a minimum lot size, road frontage, and landscape buffer from public roads for residential development. There is no fiscal impact.

BACKGROUND SUMMARY: On January 6, 2026, during the Board of County Commissioners (Board) Planning & Zoning meeting, a preference was expressed to have lot lines established at a minimum of 65 feet or 6,500 square feet on new residential development. The Board has also requested that information be brought back regarding establishing a 25-foot landscape buffer adjacent to public roadways.

Staff is providing this presentation for the Board's discussion and direction on a proposed ordinance establishing a minimum lot size, road frontage, and landscape buffer requirement from public roads for new residential development.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Proposed Ordinance

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 03/19/2026
Melanie Marsh	Approved - 03/26/2026
Sheri Hutchinson	Approved - 03/27/2026
David Eichinger	Approved - 03/27/2026
Michael Fitzgerald	Approved - 03/27/2026
Kathleen Dial	Approved - 03/30/2026
Kandace Pourbaix	Approved - 03/30/2026
Miranda Lanoue	Approved - 03/30/2026
Jaime Stewart	Approved - 03/30/2026

Melanie Marsh	Approved - 04/01/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to amend Section 3.10.00, Lake County Code, Appendix E, entitled *Road Frontage*, to include minimum lot widths and minimum lot sizes in addition to the established minimum road frontage requirements. The proposed minimum lot width is 65 feet and the minimum lot size is 6,500 square feet for all newly created residential lots whether platted or created through a lot split process unless meeting a specified exception. The Ordinance will also amend Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, to establish a minimum landscape buffer for residential subdivisions along public roadways.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF THE SECTION LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS: SECTION 3.10.00, ENTITLED *ROAD FRONTAGE*; ESTABLISHING A MINIMUM LOT SIZE OF 65 FEET IN WIDTH AND MINIMUM LOT SIZE OF 6,500 SQUARE FEET FOR RESIDENTIAL DEVELOPMENT IN ADDITION TO MINIMUM ROAD FRONTAGE REQUIREMENTS; AMENDING SECTION 9.01.06 ENTITLED *LANDSCAPE BUFFER REQUIREMENTS,* ESTABLISHING A MINIMUM BUFFER WIDTH FROM PUBLIC ROADS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that establishing a minimum lot width of sixty-five (65) feet and minimum lot size of 6,500 square feet for new subdivisions and lot creations will promote orderly and coherent development patterns by discouraging irregular, flag, and substandard parcels that complicate site planning and neighborhood connectivity; and

WHEREAS, a sixty-five (65) foot minimum lot width and minimum lot size of 6,500 square feet provides adequate building envelopes, facilitates compliance with front, side, and rear yard setbacks, and reduces the need for variances, thereby enhancing predictability and administrative efficiency in the development review process; and

WHEREAS, ensuring sufficient lot width, lot size and landscaping setbacks from public roadways support the safe and efficient placement of public and private infrastructure, including but not limited to water and sanitary sewer laterals, stormwater management features, driveway access, on-street parking, and utility easements, while minimizing conflicts among these elements; and

WHEREAS, increased lot width, lot size and landscaping setbacks from public roadways improve opportunities for on-site stormwater infiltration, tree preservation and planting, and landscaping, thereby reducing runoff, mitigating heat island effects, and supporting environmental stewardship and resilience; and

WHEREAS, the proposed minimum lot width, lot size and setbacks from public roadways will enhance public safety by providing appropriate spacing for driveway curb cuts, improving sight distances, maintaining access for emergency vehicles, and reducing congestion associated with over-intensification on narrow lots; and

WHEREAS, a consistent minimum lot width and lot size will assist in aligning new development with existing block patterns and right-of-way geometries, promoting logical street layouts, improved walkability, and compatibility with adopted transportation, complete streets, and connectivity objectives; and

WHEREAS, a sixty-five (65) foot minimum lot width and minimum lot size of 6,500 square feet fosters housing designs that are compatible in scale and massing with established neighborhood character, preserving light, air, and privacy between structures and maintaining coherent streetscapes; and

WHEREAS, establishing a clear lot width and size standard reduces the incidence of lot splits that would otherwise create nonconforming conditions or place disproportionate burdens on shared infrastructure, and thereby protects long-term maintenance and lifecycle performance of public facilities; and

WHEREAS, the proposed standard provides sufficient flexibility for a range of housing types while ensuring that site layouts can accommodate off-street parking, refuse and recycling storage, and accessory structures without encroaching into required yards; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed minimum lot width, lot size and landscaping setback requirements for consistency with the County's Comprehensive Plan and Land Development Regulations and finds the proposal to be consistent with such goals and regulations; and

WHEREAS, the Board has considered public input and the potential impacts of the minimum lot width, lot size and landscaping setback requirements on property owners, infrastructure capacity, and community character, and finds that the benefits to public health, safety, and welfare outweigh potential adverse effects; and

WHEREAS, adoption of a sixty-five (65) foot minimum lot width standard and minimum lot size of 6,500 square feet will provide clear expectations to applicants, streamline the entitlement process, and reduce discretionary case-by-case determinations, thereby promoting transparency and fairness in land use administration; and

WHEREAS, the Board finds that the minimum lot width, lot size and landscaping setbacks is narrowly tailored to achieve legitimate public purposes, will not impose undue hardship where lots are already legally established, and may be implemented with appropriate provisions for lawful nonconformities and administrative adjustments; and

WHEREAS, based on the foregoing findings and the record before it, the Board determines that adoption of a sixty-five (65) foot minimum lot width and minimum lot size of

6,500 square feet and a minimum twenty (20) foot landscaping setback from public roads is in the best interests of the public health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Amendment.** Amending Section 3.10.00, Lake County Code, Appendix E, entitled *Road Frontage*, as follows:

3.10.00 ~~Road Frontage; Minimum Lot Widths; Minimum Lot Size~~Residential Lot Standards.

3.10.01. Purpose and Intent. The purpose and intent for establishing minimum road frontage, lot width and lot size requirements are as follows:

A. Promotes orderly and coherent development patterns by discouraging irregular, flag, and substandard parcels that complicate site planning and neighborhood connectivity.

B. Provides adequate building envelopes, facilitates compliance with front, side, and rear yard setbacks, and reduces the need for variances, thereby enhancing predictability and administrative efficiency in the development review process.

C. Improves opportunities for on-site stormwater infiltration, tree preservation and planting, and landscaping, thereby reducing runoff, mitigating heat island effects, and supporting environmental stewardship and resilience.

D. Enhances public safety by providing appropriate spacing for driveway curb cuts, improving sight distances, maintaining access for emergency vehicles, and reducing congestion associated with over-intensification on narrow lots.

E. Fosters housing designs that are compatible in scale and massing with established neighborhood character, preserving light, air, and privacy between structures and maintaining coherent streetscapes.

F. Reduces the incidence of lot splits that would otherwise create nonconforming conditions or place disproportionate burdens on shared infrastructure and thereby protects long-term maintenance and lifecycle performance of public facilities.

G. Ensures the safe and efficient placement of public and private infrastructure, including but not limited to water and sanitary sewer laterals, stormwater management features, driveway access, on-street parking, and utility easements, while minimizing conflicts among these elements.

H. Assists in aligning new development with existing block patterns and right-of-way geometries, promoting logical street layouts, improved walkability, and compatibility with adopted transportation, complete streets, and connectivity objectives

3.10.02. Minimum Standards. All residential Lots created ~~pursuant to Subsections 14.11.01 and 14.11.02~~ after June 1, 2026, Shall have the minimum Frontage at ~~both~~ the ~~Road~~ Right-of-Way, ~~and Building Setback Line,~~ the minimum Lot Width, and the minimum Lot Size, as specified ~~in Table 3.10.00~~ below.

Zoning District	Frontage (feet)	Minium Lot Width (feet)	Minimum Lot Size (square feet)
A-1-40	150	65	6,500
A-1-20	150	65	6,500
A	150	65	6,500
RA	150	65	6,500
AR	150	65	6,500
R-1	100	65	6,500
R-2	80	65	6,500
R-3	75	65	6,500
R-4	~~50~~ 65	65	6,500
R-5	~~50~~ 65	65	6,500
R-6	~~50~~ 65	65	6,500
R-7	~~50~~ 65	65	6,500
R-10	~~50~~ 65	65	6,500
RM	~~50~~ 65	65	6,500
RP	~~50~~ 65	65	6,500
PUD	65	65	6,500

3.10.03. Exceptions. The following are excluded from the minimum lot width and lot size requirements set forth in Section 3.10.02 above:

A. Residential development regulated under the Joint Planning Areas of Lake County set forth in Chapter XV of these regulations.

B. Residential development within the Wellness Way Urban Service Area. Such development shall be governed by the provisions set forth in Chapter XVI of these regulations.

C. Residential development constructed utilizing the Rural Conservation Subdivision Design Standards set forth in Chapter XVII of these regulations.

D. Residential development governed by an approved Planned Unit Development (PUD); provided, however, that amendments to a PUD that incorporate additional acreage that increases the residential density shall

design the newly incorporated acreage to meet or exceed the sixty-five (65) foot lot width and 6,500 square foot lot size requirements.

E. Residential development on lots with an approved Lot of Record or Exception for Density determination.

F. Residential development with preliminary plat approval in place and proceeding in good faith prior to June 1, 2026.

Section 3. Amendment. Amending Section 9.01.06, Lake County Code, Appendix E, entitled *Landscape Buffer Requirements*, as follows:

9.01.06 Landscape Buffer Requirements.

A. General Buffer Requirements. Any approved development order, other than for a single-family or duplex lot, Shall provide for the following buffers.

1. Buffering from adjacent Properties. Landscape buffering Shall be required at the time of development as specified in Table 1 below.

a. If no buffer exists on the adjoining property or if the existing buffer fails to meet the requirements of the table below, buffering Shall be required. In order to utilize a buffer on an adjoining property to meet the regulations, the buffer on the adjoining property must have been required by a development order issued by Lake County or a municipality in Lake County.

b. If a buffer exists on the adjoining property that meets the requirements of the table below, no additional buffering Shall be required. In order to utilize a buffer on an adjoining property to meet the regulations, the buffer on the adjoining property must have been required by a development order issued by Lake County or a municipality in Lake County.

c. Commercial parcels within a master planned commercial center, or mixed use Planned Unit Developments (PUD) may utilize the buffer installed on adjacent parcels within the same development if such buffers were required by a development order issued by Lake County.

d. If an adjacent commercial parcel is vacant, only fifty (50) percent of the buffer width and plants Shall be required for the commercial parcel being developed. The adjacent vacant commercial parcel Shall install the remaining fifty (50) percent of the buffer when it is developed.

e. Single-Family residential subdivisions of less than ten (10) lots and a density of less than one (1) dwelling unit per net acre Shall be exempt from this buffer requirement; provided, however, that they must still comply with the requirements of subsection 2 below regarding buffering form public roadways.

2. Buffering from Public Roadways. Any parcel adjacent to a public right-of-way Shall have a minimum twenty (20) foot Type A landscape buffer along its right-of-way, provided, however, that a ~~A~~ Type C Landscape Buffer is required for parcels along SR 50, US 27, US 192 and US 441. ~~Subdivisions in the A, AR, and RA Zoning Districts Shall be exempt from this requirement, unless required by another provision of this Section~~.

****

(*The remainder of Section 9.01.06 shall remain unchanged)*

Section 4. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: PARKS AND WATER RESOURCES

MEETING DATE: 4/14/2026
ITEM TYPE: Departmental Item
ITEM ID: 42897

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Grace Burgos	-
Lindsaia Johansmeyer	-
Angela Harrold	-
Roberto Bonilla	-
Kerri Andrews	-
Alexis Clark	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Water Resources

MEETING DATE: 4/14/2026
ITEM TYPE: Consent Item
ITEM ID: 42898

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Grace Burgos	-
Lindsaia Johansmeyer	-
Angela Harrold	-
Roberto Bonilla	-
Kerri Andrews	-
Alexis Clark	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/08/2026

MEETING DATE: 4/14/2026

ITEM TYPE: Departmental Item

TO: Jennifer Barker, County Manager

THRU:
Karl Bursa, Operations Manager of Lake County Water Authority

ITEM ID: 42896

BY: Marcia Bush, Associate Director of Water Resources

SUBJECT: Funding update on the National Flood Insurance Program (NFIP) Community Rating System (CRS)

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to authorize the Chairman to execute letters of support to the County's federal legislative delegation and FEMA advocating for the restoration of funding for the NFIP Community Rating System (CRS) program.

BACKGROUND SUMMARY: Water Resources staff will provide a presentation on the County's participation in the National Flood Insurance Program (NFIP) Community Rating System, including current benefits to residents and the importance of continued federal program support. Water Resources is requesting authorization from the Board of County Commissioners to submit letters of support to the County's federal legislative delegation and the Federal Emergency Management Agency (FEMA) advocating for the restoration of funding for the National Flood Insurance Program (NFIP) Community Rating System (CRS) program management.

The CRS program provides direct financial benefits to Lake County residents through reduced flood insurance premiums while supporting local efforts in floodplain management, stormwater improvements, public outreach, and hazard mitigation. Lake County currently participates in the CRS Program and has achieved a Class 7 rating, resulting in a 15 percent reduction in flood insurance premiums for policyholders in unincorporated areas. Continued advancement within the CRS program, including progression toward a Class 6 rating, would increase premium savings to 20 percent for residents.

Recent reductions in federal program management funding threaten the ability to maintain and advance CRS program activities nationwide. In response, the Association of State Floodplain Managers (ASFPM), in coordination with the Florida Floodplain Managers Association (FFMA), is requesting impacted communities to communicate the importance of restoring this funding. Approval of this item will authorize the County to formally support continued federal investment in the CRS program, which directly benefits Lake County residents through cost savings, improved flood resilience, and enhanced community safety.

Staff recommends approval of the request to authorize the Chairman to execute letters of support to the County's federal legislative delegation and FEMA advocating for the restoration of funding for the NFIP Community Rating System (CRS) program.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Lake County CRS Program - Letter to Honorable Daniel Webster
2.	Lake County CRS Program - Letter to Honorable Rick Scott
3.	Lake County CRS Program - Letter to Karen Evans, Senior Official, FEMA Administrator
4.	Lake County CRS Program - Letter to Honorable Ashley Moody

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STAFF APPROVALS AND DATES:

Marcia Bush	Created/Initiated - 04/08/2026
Karl Bursa	Approved - 04/08/2026
Roberto Bonilla	Approved - 04/09/2026
Melanie Marsh	Approved - 04/09/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Chairman, Leslie Campione
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778

April 8, 2026

The Honorable Daniel Webster
1200 Oakley Seaver Dr.
Suite 203
Clermont, FL 34711

RE: Urgent Request to Restore Funding for FEMA's Community Rating System (CRS) Program

Honorable Congressman Daniel Webster:

On behalf of Lake County, Florida, I am writing to express our urgent concern regarding recent reductions in Federal Emergency Management Agency (FEMA) funding for the National Flood Insurance Program (NFIP) Community Rating System (CRS). Lake County actively participates in the CRS program and has achieved a Class 7 rating, providing a 15% reduction in flood insurance premiums for policyholders in unincorporated areas.

This currently represents approximately $500,000 in annual savings to 1,370 policyholders in Lake County. These savings are the direct result of sustained local investments in flood plain management, stormwater infrastructure, public outreach, and hazard mitigation.

Without timely restoration of CRS program funding these benefits, and our ability to improve upon them, are at risk. Lake County is actively working toward a Class 6 rating, which would increase premium savings to 20% for our residents, resulting in even greater financial relief for our community.

Lake County has made significant investments to support CRS participation, including:

- Stormwater infrastructure improvements and retention systems
- Floodplain mapping and hazard disclosure programs
- Public education and outreach initiatives
- Drainage system upgrades and maintenance programs
- Open space preservation in flood-prone areas
- Repetitive loss mitigation projects

These efforts represent a substantial commitment of local resources and taxpayer dollars to reduce flood risk, protect property, and lower insurance costs for our residents.

The recent discontinuation of CRS program management funding is already impacting the program's ability to:

- Process class improvements
- Support new community enrollments
- Conduct cycle verifications
- Provide technical assistance and training

Delays in these activities directly affect communities like Lake County that are actively investing in resilience and relying on the program to deliver measurable benefits. It is also important to note that the CRS program is funded through NFIP policyholder premiums, not general taxpayer dollars, making it a highly efficient program that rewards proactive local mitigation efforts while reducing future disaster recovery costs.

We respectfully request your support in urging FEMA to immediately restore funding to the CRS program and ensure continuity of this critical program.

Communities that have made substantial investments in flood mitigation should not be penalized due to administrative funding gaps beyond their control.

Thank you for your attention to this important matter and your continued support of efforts that reduce flood risk and protect our residents.

Sincerely,

Leslie Campione, Chairman
Lake County Board of County Commissioners

Chairman, Leslie Campione
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778

April 8, 2026

The Honorable Rick Scott
110 Hart Senate Office Bldg.
Washington, DC 20510

RE: Urgent Request to Restore Funding for FEMA's Community Rating System (CRS) Program

Honorable Senator Scott:

On behalf of Lake County, Florida, I am writing to express our urgent concern regarding recent reductions in Federal Emergency Management Agency (FEMA) funding for the National Flood Insurance Program (NFIP) Community Rating System (CRS). Lake County actively participates in the CRS program and has achieved a Class 7 rating, providing a 15% reduction in flood insurance premiums for policyholders in unincorporated areas.

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Sincerely,

Leslie Campione, Chairman
Lake County Board of County Commissioners

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Chairman, Leslie Campione
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778

April 8, 2026

Ms. Karen Evans
Senior Official Performing the Duties of FEMA Administrator
Federal Emergency Management Agency
500 C Street SW
Washington, DC 20472

RE: Urgent Request to Restore Funding for FEMA's Community Rating System (CRS) Program

Dear Ms. Evans:

On behalf of Lake County, Florida, I am writing to express our urgent concern regarding recent reductions in Federal Emergency Management Agency (FEMA) funding for the National Flood Insurance Program (NFIP) Community Rating System (CRS). Lake County actively participates in the CRS program and has achieved a Class 7 rating, providing a 15% reduction in flood insurance premiums for policyholders in unincorporated areas.

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Sincerely,

Leslie Campione, Chairman
Lake County Board of County Commissioners

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Chairman, Leslie Campione
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778

April 8, 2026

The Honorable Ashley Moody
SR-387 Russell Senate Office Bldg.
Washington, DC 20002

RE: Urgent Request to Restore Funding for FEMA's Community Rating System (CRS) Program

Honorable Senator Moody:

On behalf of Lake County, Florida, I am writing to express our urgent concern regarding recent reductions in Federal Emergency Management Agency (FEMA) funding for the National Flood Insurance Program (NFIP) Community Rating System (CRS). Lake County actively participates in the CRS program and has achieved a Class 7 rating, providing a 15% reduction in flood insurance premiums for policyholders in unincorporated areas.

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Sincerely,

Leslie Campione, Chairman
Lake County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/27/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: WellFlorida Council Appointment

MEETING DATE: 4/14/2026
ITEM TYPE: Other
ITEM ID: 42810

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint a member to the WellFlorida Council as a Lake County Provider. Two applications were received, and there is only one (1) Lake County Provider position vacant.

- Juana De La Cruz (Ms. De La Cruz is scheduled to be reappointed to District 2, Seat 1 for the Children's Services Council at the April 28, 2026, BCC meeting).
- Christopher Gonzalez

There will be no vacancies if the Board appoints one of the applicants.

BACKGROUND SUMMARY: WellFlorida is a Local Health Council established under Section 408.033, Florida Statutes, with a primary responsibility for the coordinated planning of health care services in the state. Pursuant to the statute, each county in a district shall be entitled to at least one member on the council. WellFlorida is the designated local health council for 16 counties in North Central Florida to include: Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Marion, Putnam, Sumter, Suwannee and Union.

WellFlorida’s Board of Directors is composed of healthcare providers, purchasers and non-governmental consumers. Members serve for two years and are eligible for reappointment by County Commissioners in the counties where the member resides.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	De La Cruz, Juana Application 3.4.26
2.	Gonzales, Christopher Application 3.25.26

STAFF APPROVALS AND DATES:
Marisol Saldana Created/Initiated - 03/27/2026

Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Wednesday, March 4, 2026 11:48:54 AM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Juana De La Cruz (juanitai25@hotmail.com)
Home phone: 4077734229

Address

County of residence: Lake

Mailing

juanitai25@hotmail.com, Minneola, 34715

Physical

1039 Jayhil Drive, Minneola, 34715

Education

Some college credits at Valencia

Business Info

JD Paralegal Group
3218008718
Position: Owner
Address:
1039 Jayhil Drive
Minneola 34715

Qualifications

Training, experience, or qualifications related to board / committee:
Certified Well-being ACertified Well-being Certified Well-being Ambassador; Mental Health First Aid (MHFA), Emotional CPR (eCPR), and Orientation to Wellness Recovery Action Plan (WRAP), Level 1 Herbalist, Currently completing Permaculture Design Course (it touches physical and mental health wellness), Public Leadership Institute (PLI) (Orlando Economic Partnership); Former Board Member of National Alliance of Mental Illnesses Orlando Chapter- Training in NAMI In Our Own Voice and Facilitator for NAMI Family to Family; Facilitator Level 1 for Peace and Justice Institute

Reason interested in appointment:
I am seeking appointment to the WellFlorida Council Board because I am deeply committed to improving community well-being at both the individual and systems level. My professional and advocacy work has centered on supporting individuals navigating complex systems, and I believe sustainable change happens when community voices are included in planning and decision-making. As a Certified Well-Being Ambassador, I understand the importance of trauma-informed approaches, prevention, and access to resources that strengthen families and communities. I am especially interested in advancing equitable access to mental health support, maternal and family wellness services, and community-based education initiatives within Lake County. I value collaboration across sectors and believe my background in community engagement, organizational leadership, and civic involvement would allow me to contribute thoughtfully to regional health planning. I am motivated to serve not only as a representative, but as a bridge between community members and structured health systems. My goal in seeking this appointment is to support data-driven, compassionate planning decisions that improve long-term health outcomes for our region.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
No

Do you currently work for an entity or agency that either receives

funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee: True
- Arts and Cultural Alliance: True
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council:
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council True
- Other

References:

Bill Mathias
352-551-9208
Lake County

Chris Canas

9542923071
Minneola, FL

How did you learn of this vacancy?:

Internet

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From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Wednesday, March 25, 2026 8:30:43 PM



You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Christopher Gonzales (chrisgo100@outlook.com)
Home phone: 8088549437

Address

County of residence: Lake

Mailing

250 Orange Ave, Clermont, 34711

Physical

250 Orange Ave, Clermont, 34711

Education

BA Political Science

Business Info

Position:
Address:

Qualifications

Training, experience, or qualifications related to board / committee:
My profession as a technical integrations director revolves around opportunity analysis and creative solutioning for stakeholders across companies. My core experience as an advisor will be a great asset for these appointments. I am very comfortable with detailed artifact evaluation and proposals as a key aspect of my profession. I also have strong healthcare domain knowledge including having worked in multiple enterprise hospital settings and for startups in healthcare and life sciences as well as broader professional experience in banking and hospitality domains.

Reason interested in appointment:
I am grateful to call Lake county my home and hope my service will be an asset to our community. My hope is that my background and pragmatic approach will be valuable for appointments where I am selected.

Currently serving a Lake County Board / Committee:
No

Past service to Lake County Board(s) / Committee(s):
No

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment: True

- Board of Building Examiners:
- Children's Services Council:
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District: True
- Lake-Sumter MPO - Community Advisory Committee (CAC): True
- Library Advisory Board: True
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board: True
- Planning & Zoning Board: True
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board: True
- WellFlorida Council True
- Other

References:

Joelle Pulver
502-460-2626
13216 Satterlee Rd Anacortes WA 98221

Denise Lewis
407-844-6039
2325 Zaltana Circle Minneola FL 34715

How did you learn of this vacancy?:

Internet

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BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/13/2026
MEETING DATE: 4/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42814
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Amy Elliott, Associate Director of Housing and Community Services
SUBJECT: Affordable Housing Advisory Committee

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint a member to the Affordable Housing Advisory Committee (AHAC) and applicable waiver, as follows:

- Resident who is a concerned citizen for affordable housing: Don Spivey (term ending 11/30/27)

Unless otherwise listed herein, the applicant is not a current member of another board or committee through appointment from the Board of County Commissioners (Board).

Commissioner Timothy Morris is the Board's liaison for AHAC.

BACKGROUND SUMMARY: The Affordable Housing Advisory Committee (AHAC), as outlined in Section 420.99076(2), Florida Statutes, consists of one representative from at least six of the eleven representative categories listed in the State Housing Initiatives Partnership (SHIP) statute. The Affordable Housing Advisory Committee has the responsibility to review established policies, procedures, ordinances, land development regulations, and the local government's comprehensive plan and make recommendations on initiatives that will encourage affordable housing. Chapter 112, Part III, Florida Statutes, establishes ethical standards of conduct and governs conflicts of interest for elected and appointed public officers.

Current Membership:

- Brian Broadway (Actively engaged in the residential home building industry - Term expires 11/30/2026)
- Laura Tolbert (Actively engaged in the banking or mortgage banking industry - Term expires 11/30/2026)
- Jeannette McIntosh (Designated as an advocate for low income persons - Term expires 11/30/2026)
- Vivienne Cunningham (Resident who is actively engaged as a real estate professional in connection with affordable housing - Term Expires 11/30/2026)

- Danielle Stroud (Actively engaged as a not-for-profit provider of affordable housing - Term expires 11/30/2027)
- Addie Owens (Actively serves on the local planning agency - Term expires 11/30/2026)
- B.E. Thompson (Represents essential services personnel as defined in the Housing Assistance Plan — Term expires 11/30/2027)

The following positions will still be vacant if this appointment is approved:

- Resident who is a representative of areas of labor engaged in home building in connection with affordable housing - Term expires 11/30/2027
- Resident who represents employers in Lake County - Term expires 11/30/2027

*An Essential Services Provider is defined to include teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Spivey, Don Application 2.17.26

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 03/13/2026
Maria AbdoulKarim	Approved - 03/25/2026
Mariellie Alvarez	Approved - 03/25/2026
Miranda Lanoue	Approved - 03/25/2026
Karen Maxwell	Approved - 03/25/2026
Cari Christian	Approved - 03/26/2026
Alexis Clark	Approved - 03/26/2026
Ron Falanga	Approved - 03/26/2026
Kandace Pourbaix	Approved - 03/26/2026
Miranda Lanoue	Approved - 03/26/2026
Jaime Stewart	Approved - 03/26/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Continued/Deferred

Action: New Until:

Other:

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Tuesday, February 17, 2026 2:36:48 PM



You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Don Spivey (don@ralsc.org)
Home phone: 352-404-3169

Address

County of residence: Lake

Mailing

505 Drew Avenue, Clermont, 34711

Physical

505 Drew Avenue, Clermont, 34711

Education

Baptist University of Florida, BA Theology Some work at Gonzaga University towards a Masters in Communication Attended Tavares and Eustis Highschool, graduated from Wildwood High School

Business Info

Realtors Association of Lake & Sumter Counties
352-343-3003
Position: Director of Government Affairs
Address:
3001 S.R. 19
Tavares 32778

Qualifications

Training, experience, or qualifications related to board / committee:
As the Government Affairs Director for the Realtors© Association of Lake and Sumter Counties, I represent nearly 3,ooo members. Affordable (Attainable) housing is one of our legislative priorities. In addition, my first-hand work with and leadership of nonprofits in Lake County has given me ample experience helping people find housing.

Reason interested in appointment:
1. I am not a Realtor©, but the Affordable Housing Committee aligns with my role in Government Affairs for the local Realtors© Association.
2. On a personal note, as a child, I lived in government-assisted housing and various trailer parks throughout Lake County. It was very difficult for my mom (single mother of two) to find housing. I know what that is like, and I value the opportunity to help those in need.

Currently serving a Lake County Board / Committee:
No

Past service to Lake County Board(s) / Committee(s):
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- Board of Adjustment:

- Board of Building Examiners:
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- Elder Affairs Coordinating Council:
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- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board:
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        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Steve McDonald
352-343-3003
3001 S.R. 19, Tavares, FL 32778

Natallie Arrowsmith
407-408-7628
2041 Park Forest Blvd. Mt. Dora FL 32757

David Colby
518-965-1660
620 W Montrose Street, Clermont, FL 34711

How did you learn of this vacancy?:

Internet

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